

DEPARTMENT OF THE ARMY  
UNITED STATES ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND  
WARREN, MI 48397-5000

AMSTA-AQ-ALEA

31 March, 2003

Ms. Cindy Garrison  
United Defense,  
Limited Partnership  
Steel Products Division  
P.O. Box 1030  
Anniston, AL 36202

Dear Ms. Garrison:

This letter constitutes a contract (Number DAAE07-03-C-M019) on the terms and conditions set forth herein and signifies the intention of the U.S. Army Tank-automotive and Armaments Command to execute a formal firm-fixed price contract with you for the supplies and services set forth in the following pages.

You are directed to commence work immediately to provide the supplies and services, as specified in Section B of this Letter Contract.

The price ceiling for the items listed in Section B are as set forth in Section A "CEILING PRICES". The ceiling price is the maximum not-to-exceed price that the Government will negotiate in definitizing this Letter Contract.

Please indicate your acceptance of this contract by signing this Letter Contract and return it to this office.

This contract is entered into pursuant to 10 U.S.C. 2304(c)(1), and any required justification and approval has been executed.

Sincerely,

Judith K. Busha  
Contracting Officer

EXECUTED AS OF THE DATE SHOWN BELOW:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-C-M019 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 46
<b>Name of Offeror or Contractor:</b> UNITED DEFENSE, LP		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

A-2      TACOM      DISCLOSURE OF UNIT PRICE INFORMATION      DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of notice]

CEILING PRICE

The ceiling price established for this effort are cited below. The ceiling price is the maximum not-to-exceed price that the Government will negotiate downward in definitization of this contract. Ceiling price is for CLIN 0001AA and 0001AB. Limitation of Government Liability is established at Contract Provision H-19.

CLIN	CEILING PRICE
0001AA (72 each M1068A3 Vehicles)	\$13,285,800.00
0001AB (5 each M1068A3 Vehicles)	\$922,625.00
Total dollar value of ceiling:	\$14,208,425.00

\*\*\* END OF NARRATIVE A 001 \*\*\*

This is a Letter Contract. Specific clauses applicable to this letter contract in Sections "H" and "I" are cited below:

FAR 52.216-23, Execution and Commencement of Work (APR 1984)  
FAR 52.216-4007, Limitation of Government Liability (APR 1984)  
FAR 252.217-7027, Contract Definitization (OCT 1997)

\*\*\* END OF NARRATIVE A 003 \*\*\*

DELIVERY SCHEDULE - The parties agree that the delivery schedule in the contract for the FY03/FY04 77 vehicle requirement (CLIN 0001AA and 0001AB) is valid for the delivery period that extends through April 2004 for completion of all 77 vehicles. The schedule contained in Section "B" for the 77 vehicle requirement shall be used in the event that a new schedule is not mutually agreed upon prior to definitization.

\*\*\* END OF NARRATIVE A 004 \*\*\*

SMALL AND SMALL DISADVANTAGED BUSINESS AND HUB ZONE GOALS - In execution of Contract DAAE07-03-C-M019, United Defense, L.P., Steel Products Division, Anniston, AL, hereinafter referred to as the contractor, agrees to set aside a minimum of thirty percent (30%) of the total definitized contract dollars for Small Business. Contractor also agrees to meet goals in effect in calendar years 2003 and 2004 for subcontracting with Hub Zone Businesses, Small Disadvantaged Businesses and Women-owned Small Business Concerns. Failure to meet the aforementioned individual subcontracting goal of 30% shall result in a penalty equivalent to one percent of the delta in dollars between the actual dollars subcontracted to Small Business and the subcontract dollars to Small Business that should have been achieved had the minimum goal of 30% been met.

\*\*\* END OF NARRATIVE A 005 \*\*\*

**Name of Offeror or Contractor:** UNITED DEFENSE, LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																		
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																																						
0001	NSN: 2350-01-369-6086 FSCM: 19207 PART NR: 8750288 SECURITY CLASS: Unclassified																																																																						
0001AA	<u>MAINTENANCE AND OVERHAUL: DELIVERABLE</u>  NOUN: M1068 OVERHAUL AND CONVERSION PRON: 7238C00172    PRON AMD: 01    ACRN: AA AMS CD: 31200496010  Overhaul and conversion of M577A2 Carriers to the M1068A3 configuration. Conversion and overhaul shall be in accordance with the requirements set forth in Section C of this contract.  Shipping instructions for converted vehicles shall be furnished in accordance with the schedule set forth in Section F of this contract.  <div style="text-align: center;">(End of narrative B001)</div>  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination    ACCEPTANCE: Destination  <u>Deliveries or Performance</u> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">DOC</td> <td style="width: 15%;">SUPPL</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W80KTY03072C001</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>11</td> <td>30-OCT-2003</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>11</td> <td>03-NOV-2003</td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>11</td> <td>03-DEC-2003</td> <td></td> <td></td> <td></td> </tr> <tr> <td>004</td> <td>11</td> <td>30-JAN-2004</td> <td></td> <td></td> <td></td> </tr> <tr> <td>005</td> <td>11</td> <td>28-FEB-2003</td> <td></td> <td></td> <td></td> </tr> <tr> <td>006</td> <td>11</td> <td>30-MAR-2004</td> <td></td> <td></td> <td></td> </tr> <tr> <td>007</td> <td>6</td> <td>30-APR-2004</td> <td></td> <td></td> <td></td> </tr> </table>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W80KTY03072C001	Y00000	M		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	11	30-OCT-2003				002	11	03-NOV-2003				003	11	03-DEC-2003				004	11	30-JAN-2004				005	11	28-FEB-2003				006	11	30-MAR-2004				007	6	30-APR-2004				72	EA	\$ UNDEFINITIZED	\$ 6,642,900.00
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Name of Offeror or Contractor: UNITED DEFENSE, LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				

Name of Offeror or Contractor: UNITED DEFENSE, LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>MAINTENANCE AND OVERHAUL: DELIVERABLE</u></p> <p>NOUN: M1068 OVERHAUL AND CONVERSION PRON: 7228C25872 PRON AMD: 01 ACRN: AB AMS CD: 31200496011</p> <p>Overhaul and conversion of M577A2 Carriers to the M1068A3 configuration. Conversion and overhaul shall be in accordance with the requirements set forth in Section C of this contract.</p> <p>Shipping instructions for converted vehicles shall be furnished in accordance with the schedule set forth in Section F of this contract.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W80KTY03072C258 Y00000 M 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 5 30-APR-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	5	EA	\$ <u>UNDEFINITIZED</u>	\$ 461,312.50

Name of Offeror or Contractor: UNITED DEFENSE, LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-C-M019 <b>MOD/AMD</b>	<b>Page</b> 7 <b>of</b> 46
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: -1-.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

C-2	52.246-4053 (TACOM)	USE OF MIL-STD 1916	JAN/2001
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The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of Clause]

C-3	52.211-4021 (TACOM)	WELDING SYMBOLS - CLARIFICATION OF GROOVE WELDING SYMBOL	APR/1995
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You must interpret welding symbols in accordance with AWS A2.4, except in the case of groove welds. In the case of groove welds, if the drawing doesn't specify an effective throat and/or weld size, interpret the dimension to the left of the groove welding symbol to mean both depth of preparation and effective throat/weld size.

[End of Clause]

C-4	52.246-4014 (TACOM)	SUPPLEMENTAL STATEMENT OF WORK: C = 0 SAMPLING PLAN	OCT/1995
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(a) The following contract requirements replace all requirements for AQL-based sampling plans that appear in this contract's Technical Data Package (TDP) or specification, to include MIL-STD-105.

(b) The Government does not intend to accept non-conforming products from you unless appropriately documented and approved in advance, in accordance with this contract. To accomplish this objective you will perform the contract using the C = 0 Sampling Plan in paragraph (f) of this clause.

(c) One or more of the specifications, drawings and Quality Assurance Provisions (QAPs, QARs, SQAPs) contained in this contract require sampling in accordance with MIL-STD-105. MIL-STD-105 has been cancelled. Therefore, use the C = 0 Sampling Plan contained in this clause in lieu of MIL-STD-105 and any other Acceptable Quality Level (AQL)-based sampling plans required or referenced in the contract's drawings or specifications.

(d) You will use the C = 0 Sampling Plan for inspection of purchased and manufactured material where sampling plans are applied. You also will implement these requirements with your suppliers as new purchase orders are released in order to perform this contract.

(e) You may request approval of an alternative to this C = 0 Sampling Plan by writing to the Procuring Contracting Officer (PCO). Any such written request must describe the proposed alternative plan in sufficient detail so that the PCO can evaluate your proposal. No such alternative has been accepted or approved until it has been formally accepted by the Procuring Contracting Officer, by means of

a modification to this contract.

(f) The following chart, together with the annotations and notes that appear below it, apply in lieu of AQL requirements. Note that the "AQL" levels given at the top of the chart are for reference only.

C = 0 SAMPLING PLAN\*

	AQL	Major Tightened .65	Major Start 1.0	1.5	Minor Tightened 2.5	Minor Start 4.0	6.5	10.0	S2N
Lot Size									
2 - 8		ALL	ALL	ALL	5	3	2	2	2
9 - 15		ALL	13	8	5	3	2	2	2
16 - 25		20	13	8	5	3	3	2	2
26 - 50		20	13	8	5	5	5	3	3
51 - 90		20	13	8	7	6	5	4	3
91 - 150		20	13	12	11	7	6	5	3
151 - 280		20	20	19	13	10	7	6	3
281 - 500		47	29	21	16	11	9	7	3
501 - 1200		47	34	27	19	15	11	8	3
1201 - 3200		53	42	35	23	18	13	9	3
3201 - 10000		68	50	38	29	22	15	9	9
10001 - 35000		77	60	46	35	29	15	9	9
35001 - 150000		96	74	56	40	29	15	9	9
150001 - 500000		119	90	64	40	29	15	9	9
500001 and Over		143	102	64	40	29	15	9	9
Major									
Lots Accepted	--*-->	--5-->	--5-->	--5-->	--5-->	--5-->	--5-->	--5-->	
Lots Rejected	100% insp <--4--	<--1--	<--1--	<--1--	<--1--	<--1--	<--1--	<--1--	<--1--
Minor									
Lots Accepted		N/A	N/A	--*-->	--5-->	--5-->	--5-->	--5-->	
Lots Rejected		N/A	N/A	100% insp <--4--	<--1--	<--1--	<--1--	<--1--	<--1--

N/A = Not Applicable

- \* Accept lot on 0 defects and reject lot on 1 defect.
- \* Characteristics identified as Major initially start at 1.0 AQL. Characteristics identified as Minor initially start at 4.0 AQL. However, the Historical record of accepted/rejected lots shall be used to determine the applicable sampling starting point.
- \* Level of inspection may be reduced 1 AQL for every 5 consecutive accepted lots.
- \* Level of inspection shall increase 1 AQL for every rejection to maximum of 1 AQL tighter than the starting AQL (i.e. Major Tightened = .65 AQL and Minor tightened = 2.5 AQL).
- \* 100% inspection shall be instituted if 4 lots are rejected, before 5 consecutive lots are accepted, while under tightened inspection.
- \*\* Move from 100% inspection to tightened after the cause for rejection has been identified and corrective action to eliminate the cause(s) and prevent its recurrence has been implemented.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT - SECTION C

C.1 Statement of Work (SOW) for material acquisition and labor (inclusive of Engineering Support to Items in Production (ESIP), Field Service Representative (FSR) support, in the performance of overhaul and conversion programs for the M113 Family of Vehicles (FOV).

C.2 United Defense, L.P., Steel Products Division (referred to as the contractor hereafter) and Anniston Army Depot (ANAD) shall jointly overhaul and convert specific variants of the M113 Family of Vehicles (FOV) under a work share arrangement.



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C.3 (Firm Fixed Price Effort CY03/04)

C.3.1 (CLIN 0001 - M1068A3 Vehicle is the end item deliverable - On a firm fixed price basis the contractor shall in partnership with Anniston Army Depot (ANAD) overhaul 77 M577A2 vehicles and upgrade the same to the M1068A3 configuration in accordance with C.16 and C.18 to include Engineering Support to Items in Production (ESIP) as defined at C.6 and material acquisition support as defined at C.3.2.

C.3.2 (Applicable to C.3.1) Material acquisition support is defined as the contractor determining and purchasing the necessary overhaul material (A2 material in need of replacement that is not negated by A3 conversion), replacement material to reinstall SICPS, SINCGARS, VIS, and CECOM material, and upgrade/conversion material that is necessary for the overhaul and conversion of the vehicle. Upgrade material for which the contractor is responsible includes the RISE conversion material, the ANVVS-2, the Hatch Adapter and installation material, the regulator, the 200 amp alternator, the Nuclear, Biological, and Chemical (NBC) equipment and T-150 track installation and conversion material. Material identified in Attachment 006 will be provided as GFM and will not be acquired by the Contractor.

C.3.2.1 The contractor shall develop and furnish a bill of material as part of the material acquisition support and will submit with its proposal. The Contractor's proposal shall reflect the use of excess material listed at C.22.

C.4 Contractor shall provide a Warranty as part of the Firm Fixed Price Effort in accordance with C.21. Warranty costs are applicable to all vehicles and are included in the vehicle unit price.

C.5 Overhaul and Conversion Plan. Contractor shall update its current overhaul/conversion plan and receive Government approval of that plan prior to award of this firm fixed price vehicle upgrade effort. Plan shall utilize best industry practices to provide a best value end item to the government that meets the requirements of Section E and the most current Final Inspection Record (FIR).

C.6 Engineering Support to Items in Production (ESIP)

C.6.1 Contractor shall be responsible for obtaining and verifying all technical data utilized for vehicles being produced by the Contractor and the subsequent use thereof, to insure accuracy, adequacy, and currency of data used, to include all Configuration Control Board (CCB) approved Engineering Change Proposals (ECPs), drawing change notices, notices of revision etc. in effect at time of contract award. Contractor shall be responsible for any technical data errors that impact production, schedule, and/or costs based on its review of technical data. However, the Contractor is to delete the trim vane requirements and is required to plug the track shroud inserts with either the fine or course threaded set screw not in compliance with Drawing 12474979.

C.6.2 SICPS/CECOM Equipment Installation. The technical data and configuration of the SICPS installation as installed with the CECOM material (to include SINCGARS and VIS equipment) and the NBC equipment has not been finalized at the time of award. However, the Contractor will be installing these items into the upgraded vehicles and the Contractor will use its best efforts to install the items in a manner that will limit the number of configurations for the installation of these items. The Contractor agrees that it will provide input as to the method of installation and that it will follow any directives provided by the Government concerning the installation of the SICPS/CECOM equipment. The SICPS and CECOM equipment to be installed will be provided by the Government and will be the used equipment obtained from M1068 vehicles.

C.7 The contractor shall include the Single Process Initiatives (SPIs) as listed below,

C.7.1 Ground Combat Vehicle Welding Code - Aluminum, 12472301, Revision "0", August 8, 2001.

C.7.2 The application of MIL-Std-130 part markings as required by the Technical Data is hereby waived with the following exceptions: 1. Any spare parts required to be delivered under the contract, 2. Serialized items as required by the TDP, and 3. Hydraulic hoses, tubes, and wiring harnesses (cables, wire assemblies and buses). Items one through three as identified above shall continue to require positive identification. For any parts which, at the option of the contractor, continue to receive part identification, the TDP specified method of marking is provided as reference.

C.8 Overhaul/Conversion Requirements

C.8.1 Facilities: Contractor shall be responsible for the facilities necessary for storage, inspecting, cleaning, handling, machining and testing vehicles and their components. ANAD will provide use of its test track and fording pond to evaluate performance of M113 FOVs during final inspection.

C.8.2 Contractor shall provide all tooling, special tools, fixtures, test equipment and test fixtures required to perform this effort. Contractor shall utilize any right to title tooling paid for under previous requirements and ANAD tooling where practical, to minimize tooling costs on this requirement. SPORT-ICE test sets currently accountable to Contract DAAE07-01-C-M015 as Government Furnished Property (GFE) shall be used for production of vehicles under this contract. Subsequent to award of this requirement, a modification will be written to effect the transfer of any GF tooling or equipment still accountable to previous M113 Overhaul and Upgrade Contracts that is to be used in support of this Contract

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center">PIIN/SIIN DAAE07-03-C-M019      MOD/AMD</p>	<p align="center"><b>Page 10 of 46</b></p>
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**Name of Offeror or Contractor:** UNITED DEFENSE, LP

C.8.3 Contractor shall receive and provide storage for all M113 FOVs and components from initial acceptance through final shipment for those programs under which the contractor is responsible for final inspection and acceptance processing.

C.9 Subject to Mutual Agreement of the Parties, TACOM may also direct storage of other vehicles and components to the contractor's facility, with such storage at no additional contract cost. Contractor will provide the PCO with a cost estimate prior to incurring any costs related to movement or shipment of these vehicles or components.

C.10 Access to Government Supply System

C.10.1 Access to the DoD supply system is permitted through the PCO and Commodity Business Unit (CBU) office and through the DLA e-mail process. However, the government bears no responsibility for an impact to production resulting from untimely delivery of a part, delivery of the wrong configuration of a part or delivery of a broken part. The CBU will establish a required delivery date of 10 days from the date the contractors check is received for a TACOM managed item or items. The contractor will acknowledge receipt of shipments from the supply system within 2 days of the delivery date (notify Linda Radcliffe, email address is [radclifl@tacom.army.mil](mailto:radclifl@tacom.army.mil)). In the event that the CBU accepts the check payment for a TACOM managed item, but then discovers it cannot deliver, and United Defense is unable to procure the non-delivered item in order to meet production needs (because of vendor lead time), any delay in delivery is deemed excusable. However, United Defense must make a good faith effort to prevent such delay and disruption.

C.10.2 The contractor will order all TACOM managed items (see Attachment 001) from the Government supply system before attempting to fill through their local vendor base. If the part is not available, then local purchase authority will be granted to the contractor from the CBU office. If an Attachment 001 part is being ordered incrementally, and the part is not available at time of initial request, the contractor is not relieved of its responsibility to query the Government Supply System for availability when a quantity of the same part that appears on Attachment 001 is needed at a later date.

C.10.3 Contractor shall process Quality Deficiency Reports (QDRs) in accordance with CDRL A007 for all defective items ordered through the CBU and received from the Government Supply System and the Government will investigate accordingly to determine if repair, replacement or a refund is warranted. When items are rejected and returned to the supply system, the following information should be provided to the TACOM CBU (Linda Radcliffe, email address is [radclifl@tacom.army.mil](mailto:radclifl@tacom.army.mil)): quantities, document numbers, condition codes, reason the part was returned, depot the parts were returned to, and the dates the items were shipped back.

C.10.4 At the time of contract award, the contractor shall provide a listing of all required TACOM managed parts in the format set forth below. The listing will be provided to the TACOM CBU (Linda Radcliffe, email address is [radclifl@tacom.army.mil](mailto:radclifl@tacom.army.mil)). The listing will be updated on a quarterly basis until all material requirements have been satisfied.

<u>Item</u>	<u>NSN</u>	<u>Quantity</u>	<u>Unit of Issue</u>	<u>Due to Stock</u>	<u>Description</u>
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C.11 Conferences: The contractor shall participate in quarterly Government/contractor In-Process Reviews (IPRs). Location of IPRs to be determined. The contractor shall propose an agenda for the IPRs 30 days prior to the scheduled date. Status on action items assigned at previous IPR's and status on production and any items impacting successful contract execution shall be discussed at all IPR's.

C.12 Submitted Reports and Data Deliverables:

C.12. 1 The contractor shall prepare data and reports in the scope specified in the applicable Data Item Description (DD Form 1664) to be obtained at website: ([http://www.members.home.net/kolacki/dids\\_index.htm](http://www.members.home.net/kolacki/dids_index.htm)). This data shall be furnished to the government in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Listing (CDRL) - (DD Form 1423). See Exhibit "A" for a listing of CDRLs.

C.12.2 The contractor shall be responsible for writing (contractor format) and distribution of the minutes for each quarterly In Process Review (IPR) on this program (CDRL A001).

C.12.3 The contractor shall prepare Production Status Reports monthly in contractor format as agreed to by the Government, to include vehicles presented for DD250 acceptance, contract delivery schedule status, production overview inclusive of any problems, GFM status and a current status of outstanding proposals (CDRL A002).

C.12.4 Government Furnished Material:

Reporting requirement for receipt and consumption of Government Furnished Material. The contractor, upon receipt of government owned assets, will perform an inventory and inspection within 10 working days with one exception. At contractor election, it may choose to inspect Government Furnished Material (GFM) items on a just in time for production basis. However, the Government shall have 30 to 45 days to respond to any technical issues/discrepancies. During this 30 to 45 day period the government shall not be held liable for technical issues discovered having production impact. Contractor shall provide by the 15th day of each month, subsequent to award, notification of receipt for material in the previous month, to include material consumed, in contractor format as agreed to by the Government. The contractor shall consume GFM using a first in first out (FIFO) rotating stock system to the maximum extent practical(CDRL A003).

C.12.5 Report of Shipping (Item) and Packaging Discrepancy. This report will be provided to the Government by the contractor on an as

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needed basis when GFM is received which does not agree with information on the shipping document. This report will be in the format described in DID DI-MGMT-80503 (CDRL A004).

C.12.6 Request for Waiver/Deviation (RFW/D). If during the life of this contract, the contractor should find it necessary to temporarily depart from a particular performance or design requirement of a specification, drawing or other document for a specific number of units or a specified period of time, the contractor shall seek written authorization from the Government by completing a DD Form 1694 in accordance with Appendix E attached to Data Item Description (DID) DI-CMAN-80640C (CDRLs A005 and A006). Contractor shall identify the weapon system affected on each RFD/W. (The weapon system can be found as a two character code on the Award/Contract cover sheet in the "Issued By" block following WPMN SYS). The contractor shall place this code on the top of the RFW/D form.

Paragraph C.18.8 entitled "FIR Requirement and Logistic Compatibility" defines the circumstances under which submittal of a RFW/D is not required. RFDs or RFWs classified as a minor (not affecting form, fit or function) are to be approved/disapproved by the ACO with a copy furnished to the PCO for contract incorporation purposes. RFDs or RFWs affecting form, fit or function shall be classified as a "major" and shall be processed through and approved/disapproved by the PCO with a copy furnished to the ACO.

C.12.7 Quality Deficiency Reports (QDRs). See E.14 (CDRL A007) and E.15 (CDRL A008) for direction on submission of QDRs.

C.12.8 Contractor shall complete in Microsoft Word a DA 2408-9 for each vehicle converted. Two copies of this form shall be completed, completion for the most part is self-explanatory unless indicated below. Directions for completing the first copy of the DA 2408-9 are as follows. Complete Blocks 1, 2, 3, 4 (block 4 shall be coded with a "T" - overhaul facility, commercial, not a "7") and 6 through 15. Code Block 17(e) with an "S" - which will show a gain of new equipment in the system - "NSN Re-designation". Blocks 19(a) or 19(b) are to be left blank. This completed form shall become part of the vehicle log book that is shipped with the vehicle. This completed version of the form is to be copy furnished by e-mail to the following addresses: Sharon.gilbert@logsa.army.mil and radclifl@tacom.army.mil .

Directions for completing a second copy of the DA 2408-9 are as follows. Complete Blocks 1, 2, 3, 4 (block 4 will be coded with a "T" - overhaul facility, commercial, not a "7") and 6 through 15. Block 17(e) is to be left blank. Block 17(c) shall be coded with a "1". Block 19(a) shall cite the name and address of the receiving unit the vehicle is shipped to. Block 19(b) shall cite the receiving unit DODAAC provided with the shipping instructions. Block 21 shall be left blank. Again, this completed version of the form shall also be copy furnished to the two e-mail addresses as cited above.

C.12.9 Disposal of Surplus Material to Production:  
Contractor shall dispose of all parts or assemblies/subassemblies determined to be surplus to overhaul and conversion as scrap or through Defense Logistics Agency (DLA) plant clearance procedures. All material disposed of shall be in accordance with local, state and Federal Environmental regulations and statutes. The contractor shall prepare a quarterly report of material scrapped, except for hardware, such as, screws, bolts, washers, cotter pins, gaskets, seals, bearings, etc., in accordance with CDRL A009, Scrap Proceeds Report. Scrap material shall be disposed of no less frequently than quarterly, with net funds obtained from the sale of scrap material being used to offset the cost of performance under this contract. Contract modifications to de-obligate the amount of scrap proceeds shall be done quarterly or at the PCO's discretion.

C.13 Communication Requirements

C.13.1 SINCGARS radio installation kit requirements for variants produced under this contract will be equipment provided from M1068 vehicles and will be installed by the Contractor. The Contractor is responsible for replacing the material that may require replacement during the re-installation into the M1068A3 vehicles

C13.2 VIS equipment for variants produced under this contract will be equipment provided from M1068 vehicles and will be installed by the Contractor. The Contractor is responsible for replacing the material that may require replacement during the re-installation into the M1068A3 vehicles

C13.3. Other CECOM equipment for variants produced under this contract will be equipment provided from M1068 vehicles and will be installed by the Contractor. The Contractor is responsible for replacing the material that may require replacement during the re-installation into the M1068A3 vehicles

C.14 Paint and Protective Finishes: The contractor shall apply paint and protective finish as required for vehicle programs in accordance with TDP Drawing #12369000

Note: Hull bottom, inside driver hatch cover, inside commanders cupola hatch cover and other exterior surfaces not identified with camouflage pattern are to be painted IAW drawing #10863397. No paint is required on track assemblies.

C.14.1 CLIN 0001 M1068A3 vehicles (77 each) shall be painted: #686A tan, chip 33446.

C.15 QUALITY REQUIREMENTS

C.15.1 Contractor shall provide deliverable end item(s)/vehicle(s) under CLINs 0001 to the Government that meet the requirements of the most current vehicle Final Inspection Record (FIR) in effect at time of contract award. Acceptance of overhaul material and upgrade

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material purchased to support vehicle production and ANAD vehicle production shall be compliant with the most current drawing requirements in effect at the time of contract award, unless otherwise stipulated by the contract terms, see paragraph C.18.8 entitled, "FIR Requirement and Logistic Compatibility".

C.15.2 Ground Combat Vehicle Welding Code - Aluminum, 12472301, Rev. "0", August 8, 2001.

C.15.3 Inspection System Requirements:  
The contractor shall develop and maintain an inspection system acceptable to the government for the supplies and services covered by this contract. The contractor's inspection system shall be equivalent to ANSI/ASQC Q9001 or ISO 9000.

C.16 Contractor Production Efforts: The contractor shall perform the following work related tasks in support of vehicle requirements cited at C.3.1.

C.16.1 The Government shall provide the contractor with the necessary number of A2 type classified GFM vehicles that are NOT necessarily identical in all respects due to unequal application of field modifications etc. A2 vehicles may be missing parts or have parts of the wrong configuration for which the contractor has complete responsibility to provide at no additional impact to contract cost with the exception of the parts defined at C.16.2.

If applicable to the TDP for the M1068A3, the contractor shall apply the following ECP/technical changes as listed below:  
M113 Applicability:

1. TB 2-80
2. TB 2-4.1
3. TB 2-4.2
4. Fuel tank mounting provisions. On some M113A2 vehicles, there is an access cover which is replaced with Plug, PN 12268800. The access cover could be welded instead of adding the plug.
5. ECP G4022 adds mounting bracket, P/N 12253169.
6. Rectify M113A2 problem that deals with ramp lock rod interference in conjunction with spall liner installation.
7. Tow Cable Supports. Stowage installation shows two supports, PN 10907390 which are welded to the vehicle ramp. The tow cable wraps around these supports. They are already welded on the A2 vehicles and are not part of the mod kit. UDLP had been getting M113A0 vehicles, which have these tow cable supports welded to the vehicle ramp, but were turned 90 degrees. This configuration interferes with the personnel door stop, which is mounted in the same area. On these vehicles, the supports need to be burned off and new supports, PN 10907390 need to be welded on.
8. Headlight guards. The M113A2 vehicles have the headlight guards bolted on to supports welded on the vehicle. For the modification, these supports are taken off the vehicle and an armor plate is attached in that area. The headlight guard is then bolted on the supports already on the armor plate. The Contractor may receive M113A0 vehicles which have these guards welded directly to the vehicles. In these cases, the guards have to be burned off the vehicle and cannot be reused as required in the mod kit.
9. Seats. The seats on the M113A0/A1 vehicles did not have seat cushions. The cushions for the A3 vehicles are connected with the straps which go through the slots in the seats. Some of the seats UDLP may receive do not have all or some of these slots Machining needs to take place to add slots or new seats need to be supplied.
10. Ramp cable system. Old system is three pulley. New system is two pulley. On the M113A3 RRAD was required to make this change. Instructions for this change are part of the MWO. This change is necessary to support the added weight of the armor (if added at a later date) and also prevent interference when adding the external fuel tank and/or armor. On the M577A3 and M1068A3 the 3 pulley system does not need to be changed to the two pulley system. M577A3 stress analysis on the cable with ramp armor indicates that a three pulley system will last 65 years if the ramp is cycled ten (10) times a day, 365 days a year.

C.16.2 Missing components or components of the wrong configuration that are listed below will be obtained from the BAX inventory at ANAD or residual GFM at the contractor's facility. In the event that one of the below components is attached to the vehicle in the proper configuration, and it is later determined that this component is not economically repairable (repair cost exceeds replacement cost), a like component in an economically repairable condition will be supplied. Final determination that a part cited below is NOT economically repairable will require resident QAR concurrence.

M577A2. Hatches and doors (includes engine access doors/panels), fan tower assemblies, grille, ramp and door, fuel tanks, and final drives.

C.16.3 Receive incoming A2 configured vehicles. Repair, overhaul, and convert vehicles to meet the FIR requirement of each vehicle under contract as described in section E and meet all other requirements of section E. The Contractor's efforts should include, but are not limited to: unloading and unpacking, disassembly, cleaning and inspection, repair, replacement or reclamation of defective subassemblies, components, and piece parts, reassembly, conversion, lubrication, painting and/or restoration of protective finishes, testing, marking, packaging, and loading for shipment and/or storage. If during the inspection and acceptance testing phase it is discovered the work scope performed by ANAD is in need of rework, the partners (contractor and ANAD) shall make arrangements to effect the rework/repair(s) at no impact to contract price. The contractor shall advise the PCO in a timely manner of any projected impact to the delivery schedule resulting from any rework/repair effort.

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C.16.4 The Contractor shall be responsible for draining the vehicles and partially disassembling the vehicles to include removal of A2 parts that will be reused and deliver the vehicles to ANAD.

C.16.5 Contractor is also responsible for:

C.16.5.1. Disassembling the parts listed at C.16.2. (see ANAD Scope of Work cited below) to include trim vane parts which are to be discarded as scrap. Swim requirement has been deleted for all M113 FOV variants. See listing of deleted swim parts (Attachment 005).

C.16.5.2. Stamping the vehicle hull serial number on each of the major components.

C.16.5.3. Removal of paint, repair, and conversion of the major components known as the hull enclosures to include: ramps, personnel door, grille assembly, driver's hatch, commander's hatch and engine access door.

C.16.6 The Contractor shall be responsible for all transportation of the vehicles/ hulls and components to and from ANAD during the production process to include retrieving and transporting vehicles from Lot 190 at ANAD if incoming A2 vehicles are stored at the ANAD DLA facility.

C.17 ANAD Effort --- Subsequent to receipt of vehicles from the contractor, ANAD will perform the following work related tasks.

C.17.1 Induct vehicles into its vehicle disassembly process. ANAD will totally disassemble vehicles and route components to appropriate support shops for repair/overhaul and disposition. Components not required for reuse will be disposed of IAW procedures in place at ANAD.

C.17.2 Component Overhaul: Components of the A2 vehicles that are required for the A3 configuration and are not part of the Contractor's work scope will be overhauled/repared. Any components which require modification to the A3 configuration will be modified during the overhaul/repair process. When complete, components will be in a condition to permit installation/assembly to the vehicle. Cleaning, painting, marking, and stenciling will be performed where necessary, taking into account vehicles will receive a final paint process at a later date. A2 Components requiring Depot Overhaul and/or modification to accommodate the A3 configuration are listed below according to variant applicability. Only the M1068 variant is applicable to this Contract requirement.

Fire Bottles (PN 10946814) (Applicable to M1068A3, M113A3, OSV and M577A3)

C.17.2.1. The ANAD is responsible for the repair, hydrostatic weight check, and recharge of the fire bottles.

C.17.3 Hulls: ANAD shall prepare hulls, protecting bolt threads, and machined surfaces as required and grit blast the hull to remove all paint. The contractor will provide adequate protection for threaded holes it leaves exposed on vehicles delivered to ANAD. ANAD will perform any repair on the hulls, such as weld cracks and/or damaged threads, as long as the repair does not pertain to the conversion requirements. ANAD's scope of work will include hull burn-off and grind, bulkhead patch weld, repair weld and machining of the tie down plates. Conversion will be the contractor's responsibility. ANAD will provide protection for threaded holes it leaves exposed as a result of the disassembly process. ANAD will provide the parts and materials required for repair of the hulls inclusive of inserts, brackets, and abrasive cleaning materials. The configuration returned by ANAD will be the same configuration sent out, unless a change is required by the ANAD portion of the conversion process.

Vehicles received which do not meet the A2 vehicle baseline due to missing ECP's will be the contractor's responsibility.

C.17.4 Tracking/Transportation: The contractor will transport vehicles to ANAD for induction into the depot production process. ANAD will notify the contractor when hulls and components are ready for transport. The contractor will be responsible for transporting hulls and components back (components ready for pickup will be at a centralized location) to its plant and for all costs associated with such transportation.

C.17.5 Schedule: Realizing that late delivery of assets, parts, or components could cause schedule slippage in direct relation to the late delivery of assets, production schedules will be negotiated to a mutually agreeable time frame between the partners. If such slippage occurs all parties will renegotiate a mutually agreeable revised delivery schedule.

C.18 Contractor Efforts: The contractor shall perform the following work related tasks in support of vehicle requirements cited at C.3.1.

C.18.1 Overhaul all A2 configuration parts (excluding the parts listed at C.17.2) inclusive of COEI, as necessary, that are not negated by the conversion or upgrade process. BII (Basic Issue Items) is/are not returned with the vehicle nor overhauled. BII will be provided by the Government at time of fielding. BII will be sent directly to the fielding site; however, on occasion it may be shipped to the contractor's facility where the contractor shall be responsible for overpacking it in the vehicle prior to shipment.

C.18.2 The Government will supply 5.0KW APUs from M1068s at the fielding site. The Contractor will be responsible for installation of these APUs at the fielding site.

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C.18.3 Supply new or reconditioned A2 parts that are necessary to: 1. Replace A2 parts that can not be overhauled and 2. Replace A2 missing parts or A2 parts of the wrong configuration on incoming vehicles except for parts listed at C.16.2.

C.18.3.1 Supply new or reconditioned items needed for the re-installation of the SICPS, SINCGARS, and CECOM equipment.

C.18.3.2 Set aside all T-130 track removed from the vehicles. The contractor will package the track using best commercial practices. If additional requirements for shipping and packaging are specified, the contractor will notify the PCO of any cost impact prior to proceeding with the work. Shipment of track will be by GBL (CBU to provide fund cite for shipment). Track will be shipped to Red River Army Depot for overhaul (CBU to provide ship to/mark for addresses).

C.18.4 Return to AKZ stock at ANAD the following "Strip List of Items" that are removed from A2 vehicles and not reused in the A3 RISE upgrade:

- Road wheel (Steel only) ----- NSN: 2530-01-139-3748

Note: The M113A2 Transmission (TX100-1) --- P/N: 8355951-1 and M113A2 Engine (6V53) --- P/N: 8738127 are removed by Anniston Army Depot. CBU to provide final disposition instructions to ANAD.

TACOM CBU(AMSTA- LC-CLC) reserves the right to add additional items to the above "Strip List of Items" at a later date.

C.18.5 The contractor shall provide vehicle data plates for outgoing A3 vehicles with the contract number, name of manufacturer, cage code of manufacturer, vehicle serial number, USA vehicle registration number, and month and year of manufacturer imprinted on all plates.

C.18.6 The contractor shall receive, over pack, and load BII and COEI into vehicles as required.

C.18.7 The contractor will load and prepare vehicles for shipment to fielding locations, ship vehicles to fielding location, and provide support at the fielding location. It is anticipated that much of the final assembly for the SICPS, CECOM (to include SINCGAR and VIS), NBC equipment and the APU will take place at the fielding location. (See C.20)

C.18.8 FIR Requirement and Logistic Compatibility:

Vehicles converted under this statement of work shall meet that variant's Final Inspection Record (FIR) requirement as listed in Section "E" and shall be logistically compatible/supportable with other vehicles of the same variant already fielded. Any form, fit, or function changes to the conversion technical data package resulting from the contractor's conversion process shall be submitted to TACOM for approval. Any configuration changes must also ensure logistic compatibility through the U.S. Army standard wholesale & retail system established for M113 FOV RISE (A3). Changes not impacting form, fit, or function shall be provided to TACOM through the PCO's office for review purposes only to determine if they should be incorporated into the Conversion Technical Data Package (TDP). Notification of changes shall be on at least a monthly basis and will be in the contractor's format. Use of electronic submission through the PCO is preferred.

C.19 Contractor Performed Cyclic Maintenance

C.19.1 The contractor shall provide cyclic maintenance for vehicles stored longer than 60 days in accordance with the scope of work for this effort as detailed below at C.19.2. If cyclic maintenance is required the contractor shall submit a proposal for equitable adjustment subsequent to receiving authorization to proceed.

C.19.2 Cyclic Inspection Procedures. Beginning with the second month (60 days) following vehicle completion at the Contractors facility, the Contractor shall apply cyclic inspection/maintenance procedures to each stored vehicle. Subsequent inspection/maintenance is required thereafter every Forty-five (45) days

C.19.2.1 The Contractor shall maintain a record of each cyclic inspection performed on each vehicle. Deficiencies discovered during the inspection process will be documented and corrected using form SPD 4049. Deficiencies which are safety related or which may lead to further damage/deterioration of the vehicle shall be corrected immediately. Other deficiencies shall be corrected prior to shipment of the vehicle.

C.19.2.2 The Contractor shall check the following:

- a. Check for broken seals or open hatches.
- b. Check for missing parts
- c. Check for damage to outside of vehicle.
- d. Clean and touch up rusted areas as required.

C.19.2.3 The Contractor shall check all electrical circuits for function:

- a. Dome Lights
- b. Bilge Pump
- c. Exterior lights
- d. All panel lights
- e. Personnel heater; hi and lo

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C.19.2.4 Vehicle Operation:

- a. Check all fluid levels and replenish as required (including vehicle fuel).
- b. Start engine and APU (if applicable) and run until normal operating temperatures are observed.
- c. Lower and raise ramp.
- d. Drive vehicle for a minimum distance of one (1) mile at a minimum speed of fifteen (15) MPH.
- e. Move the gear selector through all ranges during operation.
- f. Drive vehicle in reverse for a minimum of fifty (50)feet.
- g. Pivot the vehicle through 180 degrees in each direction.
- h. Check for fluid leaks.

C.19.2.5 Upon completion of vehicle operation the Contractor will perform the following:

- a. Re-lube all hinge points using VV-L-800 as required.
- b. Preserve bare metal parts on interior and exterior of vehicle.
- c. Seal all hatches and doors to storage requirements.
- d. Document all deficiencies discovered during cyclic inspection using form SPD 4049.

C.20 (Firm Fixed Price included in vehicle price) Contractor Field Service Representative (FSR) Support

C.20.1 Contractor shall provide CONUS (FSR) for each vehicle fielding. Vehicles are to be fielded to First CAV, FT Hood. The final assembly of the vehicles to include the final assembly (and testing, if applicable) of SICPS items, CECOM equipment (to include SINGARS/VIS), NBC equipment, and the APU will occur at the fielding site. Final acceptance of the vehicle will occur at the Fielding Site. Contractor Support at the fielding will also include providing technical assistance and other services needed to ensure the vehicles are complete and ready for hand-off to the unit(s). The Contractor is responsible for providing welding and machining equipment at the fielding site, and the Government will provide a facility with appropriate space, power, air and weld gas available for the Contractors use.

C.21 (Firm Fixed Price Effort) Warranty:

For purposes of this Warranty, failure means any condition or characteristic in any supply item or components thereof delivered under the Contract or service furnished by the Contractor which causes the supply item delivered to fail to meet contract requirements.

For warranted failure-free parts, the Contractor shall be responsible for costs associated with providing an operational part except as otherwise provided under the vehicles outside the continental U.S. (OCONUS) warranty. Cost includes correction, repair or replacement of the defective part, transportation and shipping costs of the corrected, repaired or replaced part, and, if applicable, the reasonable cost of disassembly and/or reassembly of larger items when it is necessary to remove the defective part and/or re-install the corrected, repaired or replacement part.

For warranted workmanship, the Contractor shall be responsible for all direct costs associated with correcting the defective workmanship, except as otherwise provided in the OCONUS warranty. Direct Costs associated with workmanship repair include the rework of the defective workmanship, the replacement of parts damaged by the defective workmanship, applicable transportation and shipping costs, and the reasonable cost of disassembly of larger items when it is necessary to remove and reinstall larger items to correct the workmanship defect.

In no event will the warranty liability for parts or workmanship exceed the cost of the end-item.

C.21.1 CONUS Warranty: Notwithstanding inspection and acceptance by the Government of the vehicles produced by the contractor under the Contract or any provision of this Contract concerning the conclusiveness thereof, the contractor shall provide a failure-free warranty for all contractor manufactured/supplied parts (exclusive of Government Furnished Material and parts listed in Attachment 001 that the contractor procured from the DoD Supply system) and a failure free warranty covering the installation of all parts, whether contractor manufactured/procured or Government supplied. The warranty for parts and workmanship will extend for a period of 12 months from the date of the DD-250, but is limited to no more than 18 months from the date the vehicle leaves the contractor's facility.

C.21.2 OCONUS Warranty: Notwithstanding inspection and acceptance by the Government of the vehicles delivered by the Contractor under this contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for vehicles which are located outside the continental United States (OCONUS) that all parts procured and/or manufactured by the Contractor, (exclusive of Government Furnished Material and parts listed in Attachment 001 that the contractor procured from the DoD Supply system) to be failure-free and that the Contractor's installation of such parts as well as installation of GFM parts on A3 vehicles shall be failure-free for a period of twelve (12) months from the date of the DD-250, but is limited to no more than 18 months from the date the vehicle leaves the contractor's facility.

For vehicles located outside the Continental United States (OCONUS), the contractor will provide the same warranty as for the OCONUS vehicles and for the same time frame. However contractor costs associated with the OCONUS warranty for part correction, repair or replacement and workmanship is limited to situations where more than 25% of the vehicles fielded to an OCONUS location experience

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failure of the same part/assembly due to either workmanship installation or failure of the part supplied by the contractor (exclusive of GFM and parts identified in Attachment 001 and procured through the DoD supply system). In addition, the Government is responsible for providing access to the vehicle(s) in a place and location suitable for the contractor to perform the warranty work. Government access to vehicle(s) is to be provided within a reasonable period of time (not to exceed 90 days) after the warranty issued is discovered.

C.22 To the maximum extent possible, the contractor will identify excess GFM in its proposal for use on vehicle programs (reference section C.3.2). All parties (PM Bradley, the contractor, and ANAD Maintenance) will furnish listings of GFM in its possession and available for use under this contract.

C.22.1 The Government and the Contractor will negotiate an adjustment in the Contract price based upon the negotiated value of the excess contractor furnished material acquired under Contract DAAE07-02-M015 that can be used for the production of the vehicles under this contract. If a follow-on contract (FY04) is awarded, a similar adjustment will be negotiated for excess material purchased under this contract that can be used on the follow-on contract.

\*\*\* END OF NARRATIVE C 001 \*\*\*



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SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

D-2	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

D-3 Material Safety Data Sheet

D.3.1 Contractor shall provide a MSDS for each hazardous material item without an NSN procured under this contract. A copy of the MSDS shall be submitted to PM-LAV 30 days prior to shipment of hazardous material. Content of MSDS shall be in accordance with Occupational Safety and Health Act (OSHA) 1910.1200(g) and annotated onto the Contractor MSDS format.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.242-4013 (TACOM)	BALLISTIC TESTING	MAR/2000

(a) In addition to inspection requirements set forth in applicable drawings and/or specifications, the specification(s) indicated below shall apply to this contract:

MIL-DTL-46207

(b) The above specifications require Ballistic Testing unless specifically waived by drawing or other contractual document. Prior to production and during production, if required by specification, the quantity of test samples required by any of the above specifications shall be accompanied by test data required by individual specification. The test data shall include:

- (1) Declared chemical analysis and chemical analysis results representing material for test (if required by specification).
- (2) Mechanical Properties Test Results (if required by specification).
- (3) Charpy Impact Test results representing material for test (if required by specification).
- (4) Brinell or Rockwell hardness test results representing material for test (if hardness values are required by specification).
- (5) Radiographic Inspection Record to include data required by ASTM E1742, including marking and acceptance requirement. (If Radiographic Inspection is required by the specification.)
- (6) Stress Corrosion Resistance Test results required by paragraph 3.4 of MIL-DTL-46063 and paragraph 3.5 of MIL-DTL-46027 (if required by the contract or specification).

(c) In addition to the requirements in paragraph (b), test plates related to qualification of weld procedure or weld repair procedure shall be accompanied by data to include information required by format of specification and shall also identify position of welding. (If Ballistic Qualification of Weld Procedure is required by specification). Unless otherwise specified by the applicable drawing/specification, or contractual clause, a minimum of one ballistic test specimen shall be prepared for each material thickness, joint design, configuration and weld procedure.

(d) Items to be tested shall be marked to include all marking requirements of the individual specification. Further, Identify P/N(s) which the test item represents.

(e) The Contractor may use its own form to supply required data specified in paragraphs (b) and (c) above. The data shall accompany test samples and shall be forwarded to:

Transportation Officer  
 APG Bldg. 691  
 ATTN: CSTE-DTC-AT-SL-V  
 Aberdeen Proving Ground, MD 21005-5059

IMPORTANT: Contractor must obtain approval from PCO prior to shipping test samples to APG. ALSO, The contractor shall clearly mark the TECOM Project Number on the outside of the shipping container. \*

\*The TECOM Project Number will be provided by the PCO after the supplier notifies the PCO of the approximate shipping date of the ballistic test samples.

(f) One copy of the required data (see paragraph (e)), not to include test samples, shall be forwarded to the U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-TR-E/M113, Warren, MI 48397-5000. Data shall be verified for accuracy by Government Representatives (QAR) at the Contractor's facility.

(g) In order for the Procuring Activity to obtain ballistic test funds in a timely manner, the contractor shall adhere to the following: At least 60 days prior to shipment of ballistic test samples, the Contractor shall furnish written notification to the U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-TR-E/M113, Warren, Michigan 48397-5000, with a copy furnished to the Administrative Contracting Officer advising of the approximate shipment date. This information shall include:

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- (1) Prime Contractor:
- (2) Prime Contract Number:
- (3) Material Specification:
- (4) Number of Test Samples:
- (5) Heat Numbers:
- (6) Sample Weight:
- (7) Sample Dimensions:
- (8) Steel/Aluminum/Composite Manufacturer
- (9) Part Number

[End of Clause]

E-5      52.246-11      HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)      APR/1984  
(MIL-I-45208)

(a) Definition. Contract date, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled Inspection System, MIL-I-45208, in effect on the contract date, which is hereby incorporated into this contract.

(End of clause)

E-6      52.211-4029      INTERCHANGEABILITY OF COMPONENTS      MAY/1994  
(TACOM)

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of Clause]

E-7      52.211-4030      BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT      JAN/2003  
RESISTANT COATINGS (CARC) ON METALLIC SURFACES

(a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract: MIL-C-46168, MIL-C-53039, ,O;-C-22750, or MIL-DTL-64159.

(b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPS can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM-approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade TACOM Materials/Environmental Team at (586) 574-5083.

(c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.

(d) End-Item Inspection. After the complete paint finish has been applied and cured\* (See note below), the Contractor shall test

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and inspect two units per lot for (i)workmanship, (ii) total paint film thickness and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected conduct the scribe tape test. The test locations shall be routinely varied among the following:

1. Directly adjacent to a weld.
2. On or directly adjacent to a machine cut or sheared edge.
3. On any mechanically formed surface when lubricants/drawing compounds were used.
4. On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

\*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

(e) Test Methods:

1. Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

2. Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait ten seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: The above two tests are not a substitute for corrosion test such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

1. Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

DRY FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils) (MANDATORY RANGE)
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DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022, Type I	1.0 - 2.5
MIL-P-53022, Type II	1.5 - 2.5
MIL-P-53030	1.5 - 2.5
MIL-P-53084	0.8 - 1.5
MIL-C-22750	1.3 - 2.5
MIL-C-46168	1.8 MINIMUM
MIL-C-53039	1.8 MINIMUM
MIL-DTL-64159	1.0 MINIMUM

\* May not be allowed per contract due to VOC and hexavalent chromium content.

2 Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

NOTICE: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (1) Inadequate cleaning of the substrate.
- (2) Contamination of the surface between coatings.
- (3) Excessive paint film thickness in a single coating application.
- (4) Application of a coating over a previous coating which has not been adequately cured.

[End of clause]

E-8      52.211-4059      RADIOGRAPHIC INSPECTION      MAR/2001  
(TACOM)

Radiographic inspection of production steel castings as required by applicable drawings and/or specifications shall be accomplished as follows:

- (1) Operators and radiographic equipment shall be qualified in accordance with NAS 410, prior to radiography of production castings.
- (2) The first casting shall be radiographed in all routine and random positions described on the position chart.
- (3) Subsequent castings shall be radiographed in those areas that were defective in the immediately preceding castings, until compliance with the required standard has been obtained. Objective evidence shall be provided by the producer that corrective action has been taken to eliminate the deficiency.
- (4) All rejectable areas may be repaired in accordance with an approved and qualified repair procedure (when required by applicable specification), and must meet the standard specified on applicable position chart. The producer retains the prerogative of repairing or scrapping defective material.
- (5) After above requirements have been accomplished, normal sampling shall be applied.
- (6) Normal sampling shall consist of radiographing one control casting selected by the Government Quality Assurance Representative, out of each thirty produced.

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(7) All routine and random positions shall be radiographed on each control casting except when the total exceeds the established number of radiographs that can be taken in a normal eight hour day. When the total number of positions to be radiographed on a control casting exceeds the maximum capability of facilities, random position shall be selected for radiography by the Government Quality Assurance Representative and rotated in such a manner that complete coverage is achieved within a cycle of five castings radiographed.

(8) The occurrence of a rejectable defect in any area on a casting shall require the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

(9) If the results of radiographic inspection on ten consecutive lots of material indicate that a satisfactory uniform product meeting the soundness requirements is being produced, the amount of radiographic testing may be reduced in accordance with a system established by the Contractor and approved by the Procuring Contracting Officer.

(10) The occurrence of a rejectable defect in any area on a casting shall require return to normal sampling and the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

[End of Clause]

SECTION E  
INSPECTION AND ACCEPTANCE

E.1 GOVERNMENT QUALITY ASSURANCE PROVISIONS

Contract Quality Assurance (CQA) will be accomplished by the Government authorized Quality Assurance Representative (QAR) at the Contractor's and major vendor's plants.

E.1.1 Authorized Government representative shall have the right to survey the Contractor's facilities, to inspect products, witness inspection and tests, and evaluate inspection systems. Surveillance may extend from the Contractor's sources to the shipping of its product.

E.1.2 The Contractor shall maintain adequate records of test, calibrations and other inspection activities. The records shall include corrective action taken.

E.1.3 Material shall be identified, from its receipt at the Contractor's facility until it is shipped, or identity is obscured by the manufacturing process (individual piece parts will not be uniquely indenified after incorporation into a higher level assembly or installation into the vehicle), so that operations, inspections or tests will not be omitted or misapplied. A method of stamping is the preferred means to be used by inspections and test personnel. However, where practicle, parts may be stored in bulk containers or bins identified with the applicable item part number. Computer programs shall be accurately identified and documented, in all its forms and all versions so that no unauthorized modifications are made, all approved modifications are properly incorporated, and that software submitted for test is the correct version.

E.2 FINAL INSPECTION OF VEHICLE, HARDWARE INSPECTION

Contractor inspection of hardware under this contract shall include as a minimum the following:

- a. 100% inspection of all Contractor modified hardware.
- b. 100% inspection of all hardware related to GFE interfaces.
- c. 100% functional and performance testing of all affected vehicle requirements.

The contractor will coordinate with the resident QAR for the scheduling of any inspection and/or testing to be conducted.

E.3 DATA  
Inspection and acceptance of data shall be at destination by the responsible technical office or by the Contracting Officer's Technical Representative.

E.4 NON-DESTRUCTIVE TESTING

In those instances where non-destructive testing/inspection is required, the design and execution of non-destructive testing/inspection shall be performed by personnel trained and certified in accordance with NAS 410 (Non-Destructive Testing Personnel Qualifications and Certification).

E.5 FREQUENCY OF CONTROL TEST - The frequency of control tests shall be one control test per variant for this contract.

E.6 DRAWINGS AND INSPECTION

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The contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications applicable as requirements to which the component or part of the vehicle was manufactured. Upon completion of inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

E.7 FINAL INSPECTION (M113A3 Vehicle Configuration) - (M113A3 VARIANT IS NOT CURRENTLY APPLICABLE TO THIS CONTRACT REQUIREMENT)

a. Copies of the Final Inspection Record (FIR) No. 12350000 (Revision level AC dated 17 Mar 00) for item quantities, shall be reproduced by the contractor. The conversion FIR 12350000 is referenced in MWO 9-2350-277-50-1.

b. All deficiencies disclosed during inspection by the Contractor shall be described in writing on the deficiency sheets that shall be attached to the FIRs. The Contractor shall submit a completed and certified copy of the applicable FIR to the Government inspector with each end item inspected and offered to the Government for acceptance.

E.7.1 The M113A2/M113A3 Conversion Final Inspection Record (FIR) 12350000(Revision Level AC dated 17 Mar 00) is modified as follows:

E.7.1.1 FIR characteristic #320, Slope Operations shall be performed with the following added:

a. Engine off - parking brake applied - transmission in neutral - vehicle stationary for 1 minute (minimum) - restart engine. Engine restart within 1 minute maximum.

b. Repeat the conditions of paragraph E.7.1.1.a. above for vehicle downhill, 60 percent slope. Repeat the test with vehicle downhill and the transmission in drive for service brake test and neutral for the parking brake test.

E.7.1.2 Refer to FIR characteristic 124 entitled, "External Fuel Tank, Left and Right"; Delete drawing number 12359841.

E.7.1.3 Refer to FIR characteristic 135 entitled, "Commander's Cupola & Cupola Cover Seal"; Drawing number 8756903 is deleted and drawing number 12268728 is substituted in lieu thereof.

E.7.1.4 Refer to FIR characteristic 147 entitled, "Mounting Provisions, Chemical Agent Auto Alarm Kit"; Drawing number 12349833 is deleted and replaced by drawing number 12350031 which is available in TDP 12350000.

E.7.1.5 Refer to FIR characteristic 151 entitled, "Air Cleaner Restriction Indicator"; Drawing number 12349829 is deleted and replaced by drawing number 12350006 which is available in TDP 12350000.

E.7.1.6 Refer to FIR characteristic 156 entitled, "Litter Kit Mounting Provisions"; Drawing number 12354675 is deleted and replaced by drawing number 12350023 which is available in TDP 12350000.

E.7.1.7 Refer to FIR characteristic 159 entitled, "Compartment Heater Installation"; Drawing number 12269141 is deleted and replaced by drawing number 12350024 which is available in TDP 12350000.

E.7.1.8 Refer to FIR characteristic 408 entitled, "Camouflage Paint Pattern (Dimensional Check)"; Drawing number 12358498 is deleted and replaced by drawing number 12369000. Drawing number 12369000 is followed by the phrase "when required".

E.7.1.9 Refer to FIR characteristic 505 entitled, "Camouflage Paint Pattern (Visual Check)"; Drawing number 12358498 is deleted and replaced by drawing number 12369000. Drawing number 12369000 is followed by the phrase "when required".

E.7.1.10 Reserved.

E7.1.11 Refer to pages 1 and 3. Change "MIL-DTL-45360E (Encl Notice 1)", to read "MIL-DTL-45360H".

E.7.1.12 Refer to page 5, Table II; Transmission, Cold. Change, "(See Note 2)", to "(See notes 2 and 3)".

E.7.1.13 Refer to page 5, Table II; Transmission, Operating Temp. Delete verbiage in block and substitute "Same Indication (see note 4)".

E.7.1.14 Refer to FIR characteristic numbers 104, 129, 154, 303, 304, 305, 306 and 307; Delete reference to DMWR.

E.7.1.15 Refer to FIR characteristic 113 entitled, "Support Arms Left and Right"; "(DWG. 12253572)" is revised to "(DWGS. 12253572, 12253128 and 12253567)".

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E.7.1.16 Refer to FIR characteristic 114 entitled, "Shock Absorber Assemblies, Left and Right"; Change, "No Class III leaks (Refer to Table II, Note 3)", to read, "No leaks that exceed Class I (Refer to Table II, Note 5)".

E.7.1.17 Refer to FIR characteristic 115 entitled, "Road Wheels, Left and Right"; Change, "(DWGS. 12253572, 12253128 and 12253567)", to read, "(DWG. 12253572)".

E.7.1.18 Refer to FIR characteristic 118 entitled, "Armor Mounting Provisions, All Areas"; Change, "(DWG. 12350199)", to read "(DWGS. 12350199, 12350161, 12350179, 12350206, 12350237, 12350243, 12354778, 12354900, 12354908 and 12354909)".

E.7.1.19 Refer to FIR characteristic numbers 165, 301, 303, 304, 305, 306, 307, 309 through 324, 401, 402, 404 through 407, 501, 502, 503, 511 and 512; Add MIL-C-62746 (AT) dated 13 Dec 1996, in front of all paragraph numbers with the exception of 501, 502 and 503. Paragraphs 501, 502 and 503 should reference MIL-DTL-45360G dated 12 May 1991.

E.7.1.20 Refer to FIR characteristic 165 entitled, "STE/ICE Compatability Check"; Delete "(Refer to FIR Instruction, Paragraph 1.2.6)". SPORT/ICE Test equipment may be used in lieu of STE/ICE Test equipment.

E.7.1.21 Refer to FIR characteristic 208 entitled, "Universal Joints", Delete, "(Refer to 1.2.7)".

E.7.1.22 Refer to FIR characteristic 325 entitled, "Engine Coolant Heater"; Delete, "(DWG. 12350016)" and replace with "(DWG. 12350015)".

E.7.1.23 Refer to FIR characteristic 510 entitled, "Spall Liners"; Delete, "(3.1.9.11)".

E.7.1.24 Refer to FIR characteristic 514 entitled, "Ramp Winch Assembly" and \* delete "(3.1.8.10)", and substitute, "(MIL-DTL-45360G, Paragraph 3.1.8.9)".

E.7.1.25 Refer to FIR characteristic 301 entitled, "Acceptance Tests"; Add, "A Break-In Run in accordance with paragraph 3.8.3 of MIL-C-62746(AT), 13 Dec 1996, shall be performed prior to initiation of acceptance testing. Break-In mileage shall be a minimum of one-half of specified values in Table I or Table II".

E.7.1.26 Refer to FIR characteristic 507 entitled, "Stowage Straps"; Substitute inspection drawing requirement 12349823 for 12253573.

E.8 Reserved.

E.9 FINAL INSPECTION (M577A3 Vehicle Configuration)

a. Copies of the M577A3 Final Inspection Record (FIR) Titled: FINAL INSPECTION RECORD (FIR) 57K1457 for modification of M577A2 to M577A3, Revision E, dated 03 May 99 shall be reproduced by the contractor. FIR items contained in the M113A3 FIR 12350000, Rev AC, dated 17 Mar 00 that are common to the M577A3, but are not included in FIR 57K1457 referenced above will also apply and be incorporated into the Final Inspections and included in the reproduction.

b. All deficiencies disclosed during inspection by the contractor shall be described in writing on the deficiency sheets that shall be attached to the FIRs. The contractor shall submit a completed and certified copy of the applicable FIR to the Government inspector with each end item inspected and offered to the Government for acceptance.

c. The M113A3 FIR 12350000, Rev AC, dated 17 Mar 00 items that are common to the M577A3, but are not included in FIR 57K1457 referenced above, are modified to reflect the exceptions and changes found under Section E.7.1.1 that would apply to an M577A3.

E.10 Reserved.

E.11 FINAL INSPECTION (OSV Vehicle Configuration)-- (The OSV variant is not currently applicable to this Contract requirement).

a. Vehicle inspection/testing will be IAW with M113/BMP-2 OSV Final Inspection Record (FIR). The OSV chassis and components shall meet FIR 137490, Rev. A and M113A3 chassis FIR 12350000, Rev. AC, Dated 17 Mar 00, less the Hydraulic Ramp System. DMWR 9-2350-261 and TB 9-2350-261-50 will be used as reference documents. ANAD will provide simulated weights in order to duplicate the turret weight. As a minimum, Paragraphs 2-29, 2-57 from the above mentioned TB should be incorporated. Copies of all inspection data for item quantities, shall be reproduced by the contractor. The above referenced 12350000 FIR is modified as follows:

b. All deficiencies disclosed during inspection by the contractor shall be described in writing on the deficiency sheets that shall be attached to the FIRs. The contractor shall submit a completed and certified copy of the applicable FIR to the Government inspector with each end item inspected and offered to the Government for acceptance.



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E.11.1 FIR Item # 01-0020, MIL-C-62746A (AT), dated 13 Dec. 1996, references to First Article, Initial production, and 5000 mile operational profile test are not applicable to this work effort.

E.11.2 FIR Item # 01-0020, MIL-C-62746A (AT), dated 13 Dec. 1996, Para 4.7.2.9 (Road Test), change 30 mile break-in run to 20 mile break-in run.

E.11.3 FIR Item # 12-0095 (Oil analysis) - UDLP will collect the oil sample as requested by ANAD. ANAD will perform the analysis.

E.11.4 FIR Item # 13-0110 (Bilge Pump Test) - Bilge Pump test for Control Vehicle(s) will be tested by water discharge, all other vehicles' Bilge Pump will be tested by air discharge.

E.11.5 FIR Item #01-130 (Power Plant Door) - OSV replaces Power Plant Door with a 1/4 inch Plate and seal and will be tested accordingly.

E.11.6 FIR Item #18-0330 (Front Bilge Pump Test) - Reference exception in FIR Item #13-0110. Front Bilge Pump test for Control Vehicle(s) will be tested by water discharge, all other vehicles' Front Bilge Pumps will be tested by air discharge.

E.12 INSPECTION EQUIPMENT

E.12.1 The Contractor shall supply and maintain all contractor furnished inspection and test equipment necessary to assure that the supplies conform to the contract requirements. All contractor furnished inspection equipment shall be available for use on or before the start of production. Two SPORT/ICE test sets currently listed as Government Furnished Property (GFP) and accountable to Contract DAAE07-01-C-M005 are to be used to support production of vehicles under this Contract.

E.12.2 All inspection and test equipment furnished by the contractor shall be maintained in accordance with the requirements of its ISO-9002 Quality Assurance requirements for measuring equipment.

E.12.3 All inspection and test equipment shall be made available to the Government Quality Assurance Representative when required for verification purposes.

E.13 COMPLETED FIRST VEHICLE INSPECTION

E.13.1 One of the first completed vehicles shall be subjected to an inspection at the contractor's facility by representatives of TACOM and the responsible Government representative. The vehicle shall be inspected utilizing the appropriate Final Inspection Record (FIR) as defined herein. The contractor shall provide any required assistance and make available its repair, inspection and test records. Corrections found necessary as a result of this inspection, shall be made by the Contractor on the vehicle.

E.13.2 The Contractor shall notify the PCO at least fifteen (15) days prior to the scheduled final testing of the vehicle selected.

E.14 QUALITY DEFICIENCY REPORT (GOVERNMENT FURNISHED MATERIAL OR PROPERTY)

E.14.1 During the course of this Contract, the contractor shall be supplied with the Government Furnished Material (GFM) as delineated in the contract. The contractor shall inspect such GFM in accordance with its quality control procedures. Upon detection of deficient GFM, the contractor shall report such deficiency to TACOM on a Quality Deficiency Report (SF 368) in accordance with DI-QCIC-80736 (CDRL A007).

E.15 QUALITY DEFICIENCY REPORTS (CONTRACTOR SUPPLIED ITEMS)

E.15.1 The contractor shall investigate, provide failure analysis and propose corrective action to all Quality Deficiency Reports (QDRs), SF 368, generated against supplies produced under this contract. The contractor shall provide a report of the investigation, probable cause and proposed corrective action to the Contracting Officer or his designated representative. The contractor's response shall be in accordance with the requirements of Data Item DI-QCIC-80736 (CDRL A008). Transportation, when requested by the contractor, for deficient Government accepted supplies to a site designated by the contractor shall be at the contractor's expense. All corrective actions taken by the contractor shall be at no additional cost to the Government. Quality Deficiency Reports are to be responded to within the following timeframes:

CATEGORY I - Final report 15 working days - interim reports every five working days.

CATEGORY II - Final report 30 days.

CATEGORY I QDRs are defined as follows:

- (a) May cause death, injury, or severe occupational illness.
- (b) May cause loss or major damage to a weapon system.

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(c) Could result in a production line stoppage.

(d) Has restricted the combat readiness of the using organization.

E.16 ALUMINUM WELDING - The contractor shall institute, implement and maintain an aluminum welding process in strict compliance with Ground Combat Vehicle Welding Code - Aluminum, 12472301, Rev "0", August 08, 2001.

E.17 (If Applicable) - Welding specifications, including MIL-STD-1941 (Metal Arc Welding of Homogeneous Armor), MIL-STD-46086 (Welding of Homogeneous Armor by Metal Arc Process), MIL-STD-1261 (Arc Welding for Constructional Steels) and MIL-STD-1185 (Welding High Hard Armor) are no longer applicable.

E.17.1 The Contractor shall institute, implement and maintain a steel welding process in strict compliance with a jointly developed (Government and UDLP) specification identified as follows: "UDLP/TACOM Ground Combat Vehicle Welding Code- Steel".

E.18 FINAL INSPECTION (M1068A3 Vehicle Configuration)

a. Copies of the M577A2 M1068 Final Inspection Record (FIR) No.57K0534 (Revision E dated 5-25-00) shall be reproduced by the Contractor. Copies of the M1068 to M1068A3 Final Inspection Record (FIR) No. 57K1464 (Revision E dated 3-5-99) shall be reproduced by the Contractor.

b. All deficiencies disclosed during inspection by the Contractor shall be described in writing on the deficiency sheets that shall be attached to the FIRs. The Contractor shall submit a completed and certified copy of the applicable FIR to the Government inspector with each end item inspected and offered to the Government for acceptance.

E.18.1 The M1068 to M1068A3 Final Inspection Record (FIR) 57K1464 (Revision Level E, 3-5-99) is modified as follows:

E.18.1.1 Refer to FIR characteristic #128 - Change "air box heated switch" to "glow plug switch - glow plug indication light".

E.18.1.2 Refer to FIR characteristic #138 - delete test number 32 "air box pressure.

E.18.1.3 Delete FIR item 319 - delete trim vane requirement completely.

E.18.1.4 Delete FIR item 508 - delete track shroud requirement completely.

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\*\*\* END OF NARRATIVE E 001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

    ZERO     percent increase; and  
    ZERO     percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-5	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
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At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F-6	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	JAN/2001
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Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>			
		Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/	W45G19	Transportation Officer	Transportation Officer	Transportation Officer

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661157		Red River Army Depot, Defense, TX	Red River Army Depot, Texarkana, TX	Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

LINE		PRON/	OBLG		JOB			ACCOUNTING		OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION		ORDER	NUMBER	STATION		AMOUNT
0001AA	7238C00172	AA	1	21	32033000035R5R03P31200431EA	S20113	3ZGB05	W56HZV	\$	6,642,900.00
31200496010										
0001AB	7228C25872	AB	1	21	22033000026D6D13P31200431EA	S20113	2ZCA04	W56HZV	\$	461,312.50
31200496011										
TOTAL									\$	7,104,212.50

SERVICE	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION			ACCOUNTING	OBLIGATED	
NAME						STATION		AMOUNT
Army		AA	21	32033000035R5R03P31200431EA	S20113	W56HZV	\$	6,642,900.00
Army		AB	21	22033000026D6D13P31200431EA	S20113	W56HZV	\$	461,312.50
TOTAL							\$	7,104,212.50

	Regulatory Cite	Title	Date
G-1	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.232-16	PROGRESS PAYMENTS	FEB/2002
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-6	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-7	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-8	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-9	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-10	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-11	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-12	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-13	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-14	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-15	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-16	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-17	252.246-7001	WARRANTY OF DATA	DEC/1991
H-18	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-19	52.216-4007 (TACOM)	LIMITATION OF GOVERNMENT LIABILITY	APR/1984

(a) In performing this Letter Contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,104,212.00 dollars.

(b) The maximum amount for which the Government shall be liable if this Letter Contract is not definitized is \$7,104,212.00 dollars.

(End of clause)

H-20 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES DEC/1991  
(a) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment which represents estimated expenditures in the United States. The identification--

- (1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment.
- (2) Should be based on reasonable estimates.
- (3) Shall consist of stating the full amount of the payment requested, subdivided into the following categories:

- (i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, excluding transportation;
- (ii) U.S. services--expenditures for services performed in the United States, including charges for overhead, other indirect costs, and profit;
- (iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and
- (iv) Expenditures not identified under paragraphs (a)(1), (2), and (3).

(b) If this contract is principally for supplies or if the Contractor is not an incorporated concern incorporated in the United States, or an unincorporated concern having its principal place of business in the United States, the amounts identified under paragraphs (a)(3)(i), (ii) and (iii) will be limited to payments made pursuant to the requirements either of the UNITED STATES PRODUCTS AND SERVICES clause, if any, or of any other specific provision of this contract that obligates the Contractor to acquire certain materials, equipment, transportation, or services from U.S. sources.

(c) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

(End of clause)

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H-21                      252.225-7043                      ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE                      JUN/1998  
UNITED STATES

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-22                      52.204-4005                      REQUIRED USE OF ELECTRONIC CONTRACTING                      DEC/2002  
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".



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(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-23            52.245-4000            ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS            MAY/2001  
(TACOM)

The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

Commercial Repair Program (CRP)[@tacom.army.mil](mailto:tacom.army.mil)

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

(1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.

(2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.

(3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

H-24            52.246-4026            LOCAL ADDRESSES FOR DD FORM 250            MAR/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

[DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

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In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.1 GOVERNMENT PROPERTY

H.1.1 GOVERNMENT FURNISHED PROPERTY LISTING

The following items in specific quantities have been received or are in the possession of the contractor as Government Furnished Property and are hereby accountable to this Contract DAAE07-03-C-M019 for Contract closeout purposes.

1. Sport-Ice accountability to be transferred from Contract DAAE07-02-C-M015

H.1.2 SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT

H.1.2.1 In addition to its rights with respect to Special Tooling under the Special Tooling Clause (FAR 52.245-17), contained herein, the Government shall have the option to take title to all Special Test equipment acquired or manufactured by the Contractor under the firm fixed price portion of the contract for use in performance of this contract. Exercise of of this title option and accountability of such Special Test Equipment shall be in accordance with the Special Tooling Clause.

H.1.2.2 Special Tooling and Special Test Equipment acquired by the Contractor under the firm fixed price portions of Contract DAAE07-03-C-M019 or predecessor M113 Overhaul and Upgrade contracts are transferred to this contract without exercise of specific disposition instructions upon completion of production thereunder. In addition, all Special Tooling and Special Test Equipment acquired under this or other M113 overhaul/upgrade contracts shall be accountable under this contract. All disposition options under the Special Tooling clause shall remain available for disposition of these items under this contract. Pending issuance of disposition instructions, accountability shall be in accordance with the Special Tooling Clause.

H.3 SUBCONTRACTING PLAN

United Defense, L.P., Steel Products Division, Small Business and Small Disadvantaged Business Subcontracting Plan, dated March 27, 2003 is incorporated into this contract by reference as a requirement.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-30	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-34	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-38	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-39	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-42	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-43	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-44	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-45	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-46	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-47	52.232-1	PAYMENTS	APR/1984
I-48	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-49	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984

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I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-17	INTEREST	JUN/1996
I-52	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-53	52.232-25	PROMPT PAYMENT	FEB/2002
I-54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-55	52.233-1	DISPUTES (ALTERNATE I, dated Dec 1991)	JUL/2002
I-56	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-57	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-58	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-59	52.242-13	BANKRUPTCY	JUL/1995
I-60	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-61	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-62	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-63	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-64	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-65	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	DEC/1989
I-66	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
I-67	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-68	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-69	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-70	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-71	52.248-1	VALUE ENGINEERING	FEB/2000
I-72	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-73	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-74	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-75	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-76	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-77	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-78	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-79	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-80	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-81	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-82	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-83	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-84	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-85	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-86	252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991
I-87	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-88	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-89	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-90	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	OCT/1992
I-91	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-92	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-93	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-94	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-95	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-96	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-97	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-98	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-99	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-100	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-101	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-102	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000

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I-103	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-104	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: In Microsoft Excell via E-mail.

[End of Clause]

I-105      52.216-23      EXECUTION AND COMMENCEMENT OF WORK      APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer ASAP. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

I-106      252.217-7027      CONTRACT DEFINITIZATION      OCT/1998

(a) A firm fixed priced contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	June 30, 2003
Submission of Proposal:	30 days after Letter Contract award
Beginning of Negotiations:	June 5, 2003
Submission of Make-or-Buy:	June 15, 2003
Submission of Cost and Pricing Data:	30 days after Letter Contract Award
Submission of Overhaul and Conversion Plan:	30 days after Letter Contract Award

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated -9- in no event to exceed -10- .

[End of Clause]

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I-107      52.223-11      OZONE-DEPLETING SUBSTANCES      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-108      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS      MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-109      52.245-17      SPECIAL TOOLING (91-DEV-44)      DEC/1989

(a) Definition. Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items that are of such a specialized nature that without substantial

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modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling, for the purpose of this clause, does not include any item acquired by the Contractor before the effective date of this contract, or replacement of such items, whether or not altered or adapted for use in performing this contract, or items specifically excluded by the Schedule of this contract.

- (b) Use of special tooling. The Contractor agrees to use the special tooling only in performing this contract or as otherwise approved by the Contracting Officer.
- (c) Initial list of special tooling. If the Contracting Officer so requests, the Contractor shall furnish the Government an initial list of all special tooling acquired or manufactured by the Contractor for performing this contract (but see paragraph (d) for tooling that has become obsolete). The list shall specify the nomenclature, tool number, related product part number (or service performed), and unit or group cost of the special tooling. The list shall be furnished within 60 days after delivery of the first production end item under this contract unless a later date is prescribed.
- (d) Changes in design. Changes in the design or specifications of the end items being produced under this contract may affect the interchangeability of end item parts. In such an event, unless otherwise agreed to by the Contracting Officer, the Contractor shall notify the Contracting Officer of any part not interchangeable with a new or superseding part. Pending disposition instructions, such usable tooling shall be retained and maintained by the Contractor.
- (e) Contractor's offer to retain special tooling. The Contractor may indicate a desire to retain certain items of special tooling at the time it furnishes a list or notification pursuant to paragraphs (c), (d), or (h) of this clause. The Contractor shall furnish a written offer designating those items that it wishes to retain by specifically listing the items or by listing the particular products, parts, or services for which the items were used or designed. The offer shall be made on one of the following bases:
  - (1) An amount shall be offered for retention of the items free of any Government interest. This amount should ordinarily not be less than the current fair value of the items, considering, among other things, the value of the items to the Contractor for use in future work.
  - (2) Retention may be requested for a limited period of time and under terms as may be agreed to by the Government and the Contractor. This temporary retention is subject to final disposition pursuant to paragraph (i) of this clause.
- (f) Property control records. The Contractor shall maintain adequate property control records of all special tooling in accordance with its normal industrial practice. The records shall be made available for Government inspection at all reasonable times. To the extent practicable, the Contractor shall identify all special tooling subject to this clause with an appropriate stamp, tag, or other mark.
- (g) Maintenance. The Contractor shall take all reasonable steps necessary to maintain the identity and existing condition of usable items of special tooling from the date such items are no longer needed by the Contractor until final disposition under paragraph (i) of this clause. These maintenance requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under subparagraph (i)(4) of this clause. The Contractor is not required to keep unneeded items of special tooling in place.
- (h) Final list of special tooling. When all or a substantial part of the work under this contract is completed or terminated, the Contractor shall furnish the Contracting Officer a final list of special tooling with the same information as required for the initial list under paragraph (c) of this clause. The final list shall include all items not previously reported under paragraph (c). The Contracting Officer may provide a written waiver of this requirement or grant an extension. The requirement may be extended until the completion of this contract together with the completion of other contracts and subcontracts authorizing the use of the special tooling under paragraph (b) of this clause. Special tooling that has become obsolete as a result of changes in design or specification need not be reported except as provided for in paragraph (d).
- (i) Disposition instructions. The Contracting Officer shall provide the Contractor with disposition instructions for special tooling identified in a list or notice submitted under paragraphs (c), (d), or (h) of this clause. The instructions shall be provided within 90 days of receipt of the list or notice, unless the period is extended by mutual agreement. The Contracting Officer may direct disposition by any of the methods listed in subparagraphs (1) through (4) of this paragraph, or a combination of such methods. Any failure of the Contracting Officer to provide specific instructions within the 90-day period shall be construed as direction under subparagraph (i)(3).
  - (1) The Contracting Officer shall give the Contractor a list specifying the products, parts, or services for which the Government may require special tooling and request the Contractor to transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of special tooling that were designed for or used in the production or performance of such products, parts, or services and that were on hand when such production or performance ceased.
  - (2) The Contracting Officer may accept or reject any offer made by the Contractor under paragraph (e) of this clause to



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retain items of special tooling or may request further negotiation of the offer. The Contractor agrees to enter into the negotiations in good faith. The net proceeds from the Contracting Officer's acceptance of the Contractor's retention offer shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer.

(3) The Contracting Officer may direct the Contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling reported by the Contractor under this clause. The net proceeds of all sales shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs any costs occasioned by compliance with such directions, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(4) The Contracting Officer may furnish the Contractor with a statement disclaiming further Government interest or rights in any of the special tooling listed.

(j) Storage or shipment. The Contractor shall promptly transfer to the Government title to the special tooling specified by the Contracting Officer and arrange for either the shipment or the storage of such tooling in accordance with the final disposition instructions in subparagraph (i)(1) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. Tooling to be stored shall be stored pursuant to a storage agreement between the Government and the Contractor, and as directed by the Contracting Officer. Tooling shipped or stored shall be accompanied by operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed. To the extent that the Contractor incurs costs for authorized storage or shipment under this paragraph and not otherwise compensated for, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(k) Subcontract provisions. In order to perform this contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontracts appropriate provisions to obtain Government rights comparable to the rights of the Government under this clause (unless the Contractor and the Contracting Officer agree that such rights are not of substantial interest to the Government). The Contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

[End of Clause]

I-110      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-111      252.204-7004      REQUIRED CENTRAL CONTRACTOR REGISTRATION      MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

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(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-112                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA                      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

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(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"> <b>PIIN/SIIN</b> DAAE07-03-C-M019      <b>MOD/AMD</b> </p>	<p style="text-align: center;"><b>Page 44 of 46</b></p>
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**Name of Offeror or Contractor:** UNITED DEFENSE, LP

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-113	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
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(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-C-M019 <b>MOD/AMD</b>	<b>Page 45 of 46</b>
<b>Name of Offeror or Contractor:</b> UNITED DEFENSE, LP		

[End of Clause]

I-114      252.248-7000      PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS      MAY/1994

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-115      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 46 of 46
	PIIN/SIIN DAAE07-03-C-M019	MOD/AMD	
Name of Offeror or Contractor: UNITED DEFENSE, LP			

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRL			
Attachment 001	TACOM MANAGED PARTS/BUY HERE FIRST LIST			
Attachment 002	PARTS PURCAHSED FROM GOV'T SUPPLY SYSTEM			
Attachment 003	CHANGES/ADDITIONS TO THE CONTRACT BASELINE			
Attachment 004	WAIVER/DEVIATION STATUS			
Attachment 005	SWIM PARTS NOT REQUIRED FOR A3 CONVERSION			
Attachment 006	GOVERNMENT FURNISHED MATERIAL LISTING			

ONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:M113 OVERHAUL AND CONVERSION	E. CONTRACT/PR NO.:DAAE07-03-C-M019	F. CONTRACTOR:UDLP (SPD)

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1. DATA ITEM NO.: A001  
2. TITLE OF DATA ITEM: IN PROCESS REVIEW (IPR)  
3. SUBTITLE:  
4. AUTHORITY (Date of Acquisition Document No.) CONTRACTOR FORMAT  
5. Contract Reference: C.12.2  
6. Requiring Office: PM-M113  
7. DD250 REQ: LT  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED. SEE C.12.2  
11. AS OF DATE:  
12. DATE OF FIRES SUB: SEE BLOCK 16  
13. DATE OF SUBS. SUB: SEE BLOCK 16

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14. DISTRIBUTION	
A. ADDRESSEES	B. COPIES
AMSTA-SFAE-GCS-BV-C	2
AMSTA-AQ-ALEA	1
AMSTA-LC-CLC	1
ANAD ( MR. SPIVEY)	1
DCMA	2
	15. TOTAL:7

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16. REMARKS:  
SEE C.12.2 IN THE CONTRACT, SECTION C SCOPE OF WORK FOR FREQUENCY OF SUBMISSION. SUBMISSION OF DATA BY MUTUALLY ACCEPTABLE ELECTRONIC MEDIA IS PREFERRED

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AMSTA-AQ-ALEA (PATELA@TACOM.ARMY.MIL)  
AMSTA-AQ-ALEA (WONDEROG@TACOM.ARMY.MIL)  
AMSTA-LC-CLC (WASHERD@TACOM.ARMY.MIL)  
ANAD (SPIVEYJ@ANAD.ARMY.MIL)  
ACO (PCURRY@DCMDE.DCMA.MIL)  
QAR (NWEST@DCMDE.DCMA.MIL)

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17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:M113 OVERHAUL AND CONVERSION	E. CONTRACT/PR NO.:DAAE07-03-C-M019	F. CONTRACTOR:UDLP (SPD)

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1. DATA ITEM NO.: A002  
2. TITLE OF DATA ITEM: PRODUCTION STATUS REPORTS  
3. SUBTITLE:  
4. AUTHORITY (Date of Acquisition Document No.) CONTRACTOR FORMAT  
5. CONTRACT REFERENCE: C.12.3  
6. REQUIRING OFFICE: PM-M113  
7. DD250 REQ: LT  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY:AS REQD. SEE C.12.3  
11. AS OF DATE:  
12. DATE OF FIRST SUB: SEE BLOCK 16  
13. DATE OF SUBS. SUB: SEE BLOCK 16

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14. DISTRIBUTION	
A. ADDRESSEES	B. COPIES
AMSTA-SFAE-GCS-BV-C	1
AMSTA-AQ-ALEA	1
AMSTA-LC-CLC	2
ANAD ( MR.SIMMONS)	1
DCMA	2
15. TOTAL:7	

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16. REMARKS:  
SEE C.12.3 IN THE CONTRACT, SECTION C SCOPE OF WORK FOR FREQUENCY OF SUBMISSION. SUBMISSION OF DATA BY MUTUALLY ACCEPTABLE ELECTRONIC MEDIA IS PREFERRED

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AMSTA-LC-CLC (WASHERD@TACOM.ARMY.MIL) and (lamkyd@tacom.army.mil)  
ANAD (SIMMONSJ@ANAD.ARMY.MIL)  
ACO (PCURRY@DCMDE.DCMA.MIL)  
QAR (NWEST@DCMDE.DCMA.MIL)

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A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:M113 OVERHAUL AND CONVERSION	E. CONTRACT/PR NO.:DAAE07-03-C-M019	F. CONTRACTOR:UDLP (SPD)

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1. DATA ITEM NO.: A003  
2. TITLE OF DATA ITEM: GOVERNMENT FURNISHED MATERIAL REPORT  
3. SUBTITLE:  
4. AUTHORITY (Date of Acquisition Document No.) CONTRACTOR FORMAT  
5. Contract Reference: C.12.4  
6. Requiring Office: PM-M113  
7. DD250 REQ: LT  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED. SEE C.12.4  
11. AS OF DATE:  
12. DATE OF FIRES SUB: SEE BLOCK 16  
13. DATE OF SUBS. SUB: SEE BLOCK 16

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14. DISTRIBUTION	
A. ADDRESSEES	B. COPIES
AMSTA-SFAE-GCA-BV-C	2
AMSTA-AQ-ALEA	2
AMSTA-LC-CLC	1
ANAD	1
ACO	1
QAR	1
	15. TOTAL:8

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16. REMARKS:  
SEE C.12.4 IN THE CONTRACT, SECTION C SCOPE OF WORK FOR FREQUENCY OF SUBMISSION. SUBMISSION OF DATA BY MUTUALLY ACCEPTABLE ELECTRONIC MEDIA IS PREFERRED

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AMSTA-SFAE-GCS-BV-C (STANOSHECKM@TACOM.ARMY.MIL)  
AMSTA-AQ-ALEA (PATELA@TACOM.ARMY.MIL)  
AMSTA-AQ-ALEA (WONDEROG@TACOM.ARMY.MIL)  
AMSTA-LC-CLC (WASHERD@TACOM.ARMY.MIL) and (lamkyd@tacom.army.mil)  
ANAD (SIMMONSJ@ANAD.ARMY.MIL)  
ACO (PCURRY@DCMDE.DCMA.MIL)  
QAR (NWEST@DCMDE.DCMA.MIL)

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17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:M113 OVERHAUL AND CONVERSION	E. CONTRACT/PR NO.:DAAE07-03-C-M019	F. CONTRACTOR:UDLP (SPD)

1. DATA ITEM NO.: A004  
2. TITLE OF DATA ITEM: REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY  
3. SUBTITLE: DID DI-MGMT-80503  
4. AUTHORITY (Date of Acquisition Document No.) DID FORMAT  
5. Contract Reference: C.12.5  
6. Requiring Office: PM-M113  
7. DD250 REQ:  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED. SEE C.12.5  
11. AS OF DATE:  
12. DATE OF FIRES SUB: SEE BLOCK 16  
13. DATE OF SUBS. SUB: SEE BLOCK 16

14. DISTRIBUTION	
A. ADDRESSEES	B. COPIES
AMSTA-SFAE-GCS-BV-C	2
AMSTA-AQ-ALEA	2
AMSTA-LC-CLC	1
ANAD	1
ACO	1
AMSTA-TR-E-M113	1
QAR	1
	15. TOTAL:9

16. REMARKS:  
SEE C.12.5 IN THE CONTRACT, SECTION C SCOPE OF WORK FOR FREQUENCY OF SUBMISSION. SUBMISSION OF DATA BY MUTUALLY ACCEPTABLE ELECTRONIC MEDIA IS PREFERRED

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AMSTA-SFAE-GCS-BV-C	(STANOSHECKM@TACOM.ARMY.MIL)
AMSTA-AQ-ALEA	(PATELA@TACOM.ARMY.MIL)
AMSTA-AQ-ALEA	(WONDEROG@TACOM.ARMY.MIL)
AMSTA-LC-CLC	(WASHERD@TACOM.ARMY.MIL)
ANAD	(SIMMONSJ@ANAD.ARMY.MIL)
ACO	(PCURRY@DCMDE.DCMA.MIL)
QAR	(NWEST@DCMDE.DCMA.MIL)
AMSTA-TR-E-M113	(DRAGICHJ@TACOM.ARMY.MIL)

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:M113 OVERHAUL AND CONVERSION	E. CONTRACT/PR NO.:DAAE07-03-C-M019	F. CONTRACTOR:UDLP (SPD)

1. DATA ITEM NO.: A005  
2. TITLE OF DATA ITEM: REQUEST FOR WAIVER  
3. SUBTITLE: DID DI-CMAN-80640C  
4. AUTHORITY (Date of Acquisition Document No.) DID FORMAT  
5. Contract Reference: C.12.6  
6. Requiring Office: PM-M113  
7. DD250 REQ:  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED. SEE C.12.6  
11. AS OF DATE:  
12. DATE OF FIRES SUB: SEE BLOCK 16  
13. DATE OF SUBS. SUB: SEE BLOCK 16

14. DISTRIBUTION	
A. ADDRESSEES	B. COPIES
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AMSTA-AQ-ALEA	2
AMSTA-LC-CLC	1
ANAD	1
ACO	1
AMSTA-TR-E-M113	1
QAR	1
	15. TOTAL:9

16. REMARKS:  
SEE C.12.6 IN THE CONTRACT, SECTION C SCOPE OF WORK FOR FREQUENCY OF SUBMISSION. SUBMISSION OF DATA BY MUTUALLY ACCEPTABLE ELECTRONIC MEDIA IS PREFERRED

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AMSTA-SFAE-GCS-BV-C	(STANOSHECKM@TACOM.ARMY.MIL)
AMSTA-AQ-ALEA	(PATELA@TACOM.ARMY.MIL)
AMSTA-AQ-ALEA	(WONDEROG@TACOM.ARMY.MIL)
AMSTA-LC-CLC	(WASHERD@TACOM.ARMY.MIL)
ANAD	(SIMMONSJ@ANAD.ARMY.MIL)
ACO	(PCURRY@DCMDE.DCMA.MIL)
QAR	(NWEST@DCMDE.DCMA.MIL)
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17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:M113 OVERHAUL AND CONVERSION	E. CONTRACT/PR NO.:DAAE07-03-C-M019	F. CONTRACTOR:UDLP (SPD)

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1. DATA ITEM NO.: A006  
2. TITLE OF DATA ITEM: REQUEST FOR DEVIATION  
3. SUBTITLE: DID DI-CMAN-80640C  
4. AUTHORITY (Date of Acquisition Document No.) DID FORMAT  
5. Contract Reference: C.12.6  
6. Requiring Office: PM-M113  
7. DD250 REQ:  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED. SEE C.12.6  
11. AS OF DATE:  
12. DATE OF FIRES SUB: SEE BLOCK 16  
13. DATE OF SUBS. SUB: SEE BLOCK 16

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14. DISTRIBUTION	
A. ADDRESSEES	B. COPIES
AMSTA-SFAE-GCS-BV-C	2
AMSTA-AQ-ALEA	2
AMSTA-LC-CLC	1
ANAD	1
ACO	1
AMSTA-TR-E-M113	1
QAR	1
	15. TOTAL:9

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16. REMARKS:  
SEE C.12.6 IN THE CONTRACT, SECTION C SCOPE OF WORK FOR FREQUENCY OF SUBMISSION. SUBMISSION OF DATA BY MUTUALLY ACCEPTABLE ELECTRONIC MEDIA IS PREFERRED

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AMSTA-AQ-ALEA (WONDEROG@TACOM.ARMY.MIL)  
AMSTA-LC-CLC (WASHERD@TACOM.ARMY.MIL)  
ANAD (SIMMONSJ@ANAD.ARMY.MIL)  
ACO (PCURRY@DCMDE.DCMA.MIL)  
QAR (NWEST@DCMDE.DCMA.MIL)  
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17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:M113 OVERHAUL AND CONVERSION	E. CONTRACT/PR NO.:DAAE07-03-C-M019	F. CONTRACTOR:UDLP (SPD)

---

1. DATA ITEM NO.: A007  
2. TITLE OF DATA ITEM: QUALITY DEFICIENCY REPORT (GFM)  
3. SUBTITLE: DID DI-QCIC-80736  
4. AUTHORITY (Date of Acquisition Document No.) DID FORMAT  
5. Contract Reference: C.12.7 and E.14.1  
6. Requiring Office: PM-M113  
7. DD250 REQ:  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED. SEE E.14.1  
11. AS OF DATE:  
12. DATE OF FIRES SUB: SEE BLOCK 16  
13. DATE OF SUBS. SUB: SEE BLOCK 16

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14. DISTRIBUTION	
A. ADDRESSEES	B. COPIES
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AMSTA-AQ-ALEA	2
AMSTA-LC-CLC	1
ANAD	1
ACO	1
AMSTA-TR-E-M113	1
QAR	1
	15. TOTAL:9

---

16. REMARKS:  
SEE C.12.7 AND E.14.1 IN THE CONTRACT, SECTION C SCOPE OF WORK FOR FREQUENCY OF SUBMISSION. SUBMISSION OF DATA BY MUTUALLY ACCEPTABLE ELECTRONIC MEDIA IS PREFERRED

EMAIL ADDRESSES FOR SECTION (DISTRIBUTION) 14 OF DD FORM 1423-E:

AMSTA-SFAE-GCS-BV-C (MCCARTHYD@TACOM.ARMY.MIL)  
AMSTA-SFAE-GCS-BV-C (STANOSHECKM@TACOM.ARMY.MIL)  
AMSTA-AQ-ALEA (PATELA@TACOM.ARMY.MIL)  
AMSTA-AQ-ALEA (WONDEROG@TACOM.ARMY.MIL)  
AMSTA-LC-CLC (WASHERD@TACOM.ARMY.MIL)  
ANAD (SIMMONSJ@ANAD.ARMY.MIL)  
ACO (PCURRY@DCMDE.DCMA.MIL)  
QAR (NWEST@DCMDE.DCMA.MIL)  
AMSTA-TR-E-M113 (DRAGICHJ@TACOM.ARMY.MIL)

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17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

---

A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:M113 OVERHAUL AND CONVERSION	E. CONTRACT/PR NO.:DAAE07-03-C-M019	F. CONTRACTOR:UDLP (SPD)

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1. DATA ITEM NO.: A008  
2. TITLE OF DATA ITEM: QUALITY DEFICIENCY REPORT (CONTRACTOR SUPPLIED ITEMS)  
3. SUBTITLE: DID DI-QCIC-80736 (DID makes reference to GFM, supply information in accordance with DID for contractor supplied items also.)  
4. AUTHORITY (Date of Acquisition Document No.) DID FORMAT  
5. Contract Reference: C.12.7 and E.15.1  
6. Requiring Office: PM-M113  
7. DD250 REQ:  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED. SEE E.15.1  
11. AS OF DATE:  
12. DATE OF FIRES SUB: SEE BLOCK 16  
13. DATE OF SUBS. SUB: SEE BLOCK 16

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14. DISTRIBUTION	
A. ADDRESSEES	B. COPIES
AMSTA-SFAE-GCS-BV-C	2
AMSTA-AQ-ALEA	2
AMSTA-LC-CLC	1
ANAD	1
ACO	1
AMSTA-TR-E-M113	1
QAR	1
	15. TOTAL:9

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16. REMARKS:  
SEE C.12.7 AND E.15.1 IN THE CONTRACT, SECTION C SCOPE OF WORK FOR FREQUENCY OF SUBMISSION. SUBMISSION OF DATA BY MUTUALLY ACCEPTABLE ELECTRONIC MEDIA IS PREFERRED

EMAIL ADDRESSES FOR SECTION (DISTRIBUTION) 14 OF DD FORM 1423-E:

AMSTA-SFAE-GCS-BV-C	(MCCARTHYD@TACOM.ARMY.MIL)
AMSTA-SFAE-GCS-BV-C	(STANOSHECKM@TACOM.ARMY.MIL)
AMSTA-AQ-ALEA	(PATELA@TACOM.ARMY.MIL)
AMSTA-AQ-ALEA	(WONDEROG@TACOM.ARMY.MIL)
AMSTA-LC-CLC	(WASHERD@TACOM.ARMY.MIL)
ANAD	(SIMMONSJ@ANAD.ARMY.MIL)
ACO	(PCURRY@DCMDE.DCMA.MIL)
QAR	(NWEST@DCMDE.DCMA.MIL)
AMSTA-TR-E-M113	(DRAGICHJ@TACOM.ARMY.MIL)

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17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

---

A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:M113 OVERHAUL AND CONVERSION	E. CONTRACT/PR NO.:DAAE07-03-C-M019	F. CONTRACTOR:UDLP (SPD)

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1. DATA ITEM NO.: A009  
2. TITLE OF DATA ITEM: DISPOSAL OF SURPLUS MATERIAL/SCRAP REPORT  
3. SUBTITLE:  
4. AUTHORITY (Date of Acquisition Document No.) CONTRACTOR FORMAT  
5. Contract Reference: C.12.9  
6. Requiring Office: PM-M113  
7. DD250 REQ:  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQUIRED. SEE C.12.9  
11. AS OF DATE:  
12. DATE OF FIRES SUB: SEE BLOCK 16  
13. DATE OF SUBS. SUB: SEE BLOCK 16

---

14. DISTRIBUTION	
A. ADDRESSEES	B. COPIES
AMSTA-SFAE-GCS-BV-C	2
AMSTA-AQ-ALEA	2
AMSTA-LC-CLC	1
ANAD	1
ACO	1
AMSTA-TR-E-M113	1
QAR	1
	15. TOTAL:9

---

16. REMARKS:  
SEE C.12.9 IN THE CONTRACT, SECTION C SCOPE OF WORK FOR FREQUENCY OF SUBMISSION. SUBMISSION OF DATA BY MUTUALLY ACCEPTABLE ELECTRONIC MEDIA IS PREFERRED

EMAIL ADDRESSES FOR SECTION (DISTRIBUTION) 14 OF DD FORM 1423-E:

AMSTA-SFAE-GCS-BV-C	(MCCARTHYD@TACOM.ARMY.MIL)
AMSTA-LC-DSA-CM-L	(STANOSHECKM@TACOM.ARMY.MIL)
AMSTA-AQ-ALEA	(PATELA@TACOM.ARMY.MIL)
AMSTA-AQ-ALEA	(WONDEROG@TACOM.ARMY.MIL)
AMSTA-LC-CLC	(WASHERD@TACOM.ARMY.MIL)
ANAD	(SIMMONSJ@ANAD.ARMY.MIL)
ACO	(PCURRY@DCMDE.DCMA.MIL)
QAR	(NWEST@DCMDE.DCMA.MIL)
AMSTA-TR-E-M113	(DRAGICHJ@TACOM.ARMY.MIL)

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17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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ATTACHMENT 001

TACOM MANAGED PARTS LISTING/CONTRACTOR TO PURCHASE THESE PARTS FROM TACOM BASED ON AVAILABILITY/SEE SECTION "C" CLAUSE ENTITLED "ACCESS TO THE GOVERNMENT SUPPLY SYSTEM

NSN	NOMENCLATURE
2510-00-937-0470	Door, Hatch, Vehicle
2510-01-016-4658	Pod, Front, Trim Vane
2520-01-061-5766	Final Drive Assembly
2530-00-078-2908	Track Shoe, Vehicular
2530-00-403-6776	Adjuster, Track, Vehicle
2530-01-034-1147	Hub Assembly, Suspension
2530-01-062-5597	Arm Assembly, Pivot
2530-01-062-5598	Arm Assembly, Pivot
2530-01-062-5599	Arm Assembly, Track
2530-01-130-3366	Pad, Track, Shoe
2530-01-139-3748	Wheel, Solid Rubber
2540-00-055-9927	Seat Assembly
2540-00-066-4281	Cover, Auxiliary Power
2540-00-840-9646	Cushion, Seat Back
2540-00-933-1092	Seat, Vehicular
2540-01-396-2826	Heater, Vehicular Co, Bran
2590-00-409-4014	Wiring Harness, Bran
2910-01-182-4019	Tube, Injector
2910-01-182-4020	Tube, Injector
2920-00-866-9404	Wiring Harness, Bran
2930-01-061-4294	Radiator, Engine Coolant
2930-01-248-9579	Pump, Cooling System
2930-01-320-0530	Fan Drive Assembly
2990-01-241-9143	Pump, Hydraulic Ramp
3010-01-318-5670	Gear Box, Rt Angle
3010-01-245-2442	Controller, Motor-Trans
3010-01-331-2675	Transmission Controller
3040-01-086-3273	Housing Mechanical
4820-01-411-1225	Valve, Rotary Select
4930-01-305-8430	Filter-Separator, Li
5340-00-590-0241	Mounting Plate
5340-01-239-4881	Leaf, Strap Hinge
5360-00-715-9282	Spring Helical, Tors
5945-00-933-8450	Solenoid, Electrical
6150-01-169-5179	Wiring Harness, Bran
6150-01-239-1970	Wiring Harness, Bran
6150-01-243-3883	Wiring Harness, Bran
6150-01-310-1829	Cable Assembly, Power
6260-00-884-4787	Guard Lamp
8340-00-134-7512	Tent



ATTACHMENT 002 - COMPREHENSIVE LISTING OF PARTS PURCHASED FROM THE GOVERNMENT SUPPLY SYSTEM

NOMENCLATURE	QTY	NSN	CHECK NUMBER
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ATTACHMENT 003 - CHANGES/ADDITIONS TO THE CONTRACT BASELINE SUBSEQUENT TO AWARD

ATTACHMENT 004 - WAIVER/DEVIATION STATUS - CONTRACT DAAE07-02-C-M015

Attachment 005 - Swim Parts not required for A3 conversion

Part Number	Nomenclature	QTY
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Water Barrier Assembly Parts

12354941	Barrier Assembly	1
B1821BH038C100N	Screw, Cap, Hexagon	2
MS27183-14	Washer, Flat	6
12254946	Strap, Webbing	1
B1821BH038C175N	Screw, Cap, Hexagon	4
12354944	Spacer, Plate	1

Trim Vane Pod Parts

11678655	Pod, front, trim vane	1
11678656	Pod, rear, trim vane	1
MS90728-65	Screw, Cap	4
MS27183-14	Washer, flat	14
MS90726-65	Screw, cap	12
MS21083N6	Nut, Self Locking	12
MS27183-15	Washer, Flat	6

Track Shroud

12268895	Shroud, Track	2
12268887	Clamp, Fender, Vehicle	4
10917897	Clamp, Shroud Track	4
B1821AH050F125N	Screw	22
MS27183-18	Washer	30
12268886	Cover, Track	
	Left Rear	1
12268888	Cover, Track	
	Right Rear	1

ATTACHMENT 006 - GOVERNMENT FURNISHED MATERIAL LISTING

ITEM	NSN/PN	QTY/VEH	TOTAL QTY
M577A2	2350-01- 068-4089	1 EACH	77
6V53T ENGINE	11652041	1 EACH	77
X200-4A TRANSMISSION	12341041	1 EACH	77
5 KW APU*		1 EACH	77
SICPS CONVERSION MATERIAL**		1 EACH	77
SINCGARS**		1 EACH	77
VIS**		1 EACH	77
CECOM UNIQUE ITEMS**		1 EACH	77

\* 5 KW APU'S WILL BE REMOVED FROM M1068A2 VEHICLES AT THE FIELDING SITE FOR REINSTALLATION INTO THE M1068A3'S BY THE CONTRACTOR

\*\* MATERIAL WILL BE REMOVED FROM M1068A2'S VEHICLES AT THE FIELDING SITE FOR REINSTALLATION INTO THE M1068A3'S BY THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY ITEMS THAT MAY FALL OUT DURING THE REINSTALLATION.